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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

# Memorandum

MIAMI-DADE COUNTY

Date: December 4, 2012

Agenda Item No. 8(A)(4)

To: Honorable Vice Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Request to Advertise the Request for Proposals for Non-Exclusive Management Agreement for the Operation of the Hotel MIA, Related Amenities and Food and Beverage Facilities at Miami International Airport
RFP No. MDAD-08-12

Resolution No. R-1003-12

## RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve this Request to Advertise the Request for Proposals (RFP) for a Non-Exclusive Management Agreement for the Operation of the Hotel MIA, Related Amenities and Food and Beverage Facilities at Miami International Airport (MIA). A copy of the RFP is attached in a substantially complete form.

## SCOPE

MIA is located primarily within Commissioner Rebeca Sosa's District Six; however, the impact of this agenda item is countywide as MIA is a regional asset.

## FISCAL IMPACT/FUNDING SOURCE

The Agreement for the subject project is a revenue producing Agreement. It is estimated that the Agreement will generate $16.3 million in annual gross revenues with a net return to MDAD of approximately $4.8 million or 30% based on the FY 12-13 budget.

For the seven (7) year term, the hotel, related amenities and food and beverage facilities will generate an estimated $114.1 million in gross revenues.

## BACKGROUND

The Office of Inspector General (OIG), in a prior audit of another MDAD management agreement, reported that expenditures related to insurance reimbursment posed a potential for overpayment abuse. The Hotel Management Agreement solicitation (Request for Proposal, RFP No. MDAD 02-11 advertised on July 1, 2011) addressed this issue by requiring the successful proposer to bear these insurance costs, which would not be reimbursed by the County. The RFP required health, workers' compensation and general liability insurance to be incorporated into the proposed Management Fee. In response to the RFP, two Proposers responded. However, both proposals reflected reimbursement from MDAD of the costs associated with the provision of health, workers' compensation and general liability insurance – contrary to the RFP requirement.

As both Proposers similarly diverged from the RFP, the Selection Committee proceeded to conduct the technical and price evaluation of the proposals, ranking the firms as provided in the RFP and recommended negotiations with TB MIA, LLC. During the course of the negotiations, the insurance divergence by the company was raised. The Negotiation Committee consulted with PKF Consulting USA (PKF), among the nation's top hotel consulting firms, to determine if TB's insurance reimbursement divergence, as well as its proposed management fee, was consistent with hotel-industry standards and comparable with compensation packages at similar locations. PKF's response was affirmative in both instances, and suggested the inclusion of insurance as a reimbursable according to standard industry practices. In the end, the Negotiation Committee agreed to include health insurance as a reimbursable; agreed to split the difference on workers' compensation and general liability insurance totaling approximately $100,000; and proposed that the management fee proposed by TB MIA, LLC, be increased by $50,000 for a total of $575,000 a year. As the insurance component of the negotiated Agreement differed from the RFP, the Committee, upon consultation with the County Attorney's Office, recommended that the award recommendation to TB MIA, LLC be presented to the Board as a bid waiver.

Following discussion at the July 9, 2012 Regional Transportation Committee meeting, it was moved that the bid waiver award recommendation to TB MIA LLC be rejected. On September 6, 2012, the Board formally rejected proposals received in connection with the RFP on the basis that the reimbursement of the insurance by the County represented a material change to the RFP requirements. The Board further directed that this subsequent RFP be brought back to the Board for approval.

In preparing this new RFP, PKF was consulted in an effort to better align the RFP with the standard practices of the hotel industry. As a result, this RFP differs from the rejected RFP No. MDAD 02-11 in that it includes required insurance as a reimbursable expense and adjusts the variable management fee compensation to make it comparable with similar locations. Also, the successful proposer is required to provide employee health insurance at a similar benefit level as that provided by the current hotel operator and also requires the successful proposer to give priority employment consideration to current employees of the hotel.

To address the OIG's concerns, MDAD will ensure closer oversight and monitoring of this Agreement through implementation of stronger internal controls in the budget, review and expenditure approval process.

| | |
|---|---|
| **PROJECT:** | Non-Exclusive Management Agreement for the Operation of the Hotel MIA, Related Amenities and Food and Beverage Facilities |
| **PROJECT NO.:** | RFP NO. MDAD-08-12 |
| **TERM OF AGREEMENT:** | The term of the Agreement is seven (7) years. This Agreement may be extended at the sole discretion of the Department for a maximum of three (3) one-year extensions. |

**REVIEW COMMITTEE DATE:** N/A

**CONTRACT MEASURES:** Voluntary Airport Concession Disadvantaged Business Enterprise (ACDBE) Goal

**USING AGENCY:** Miami-Dade Aviation Department

Jack Osterholt, Deputy Mayor

# MEMORANDUM

**(Revised)**

**TO:** Honorable Vice Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners

**DATE:** December 4, 2012

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

**SUBJECT:** Agenda Item No. 8(A)(4)

**Please note any items checked.**

| | |
|---|---|
| _____ | **"3-Day Rule" for committees applicable if raised** |
| _____ | **6 weeks required between first reading and public hearing** |
| _____ | **4 weeks notification to municipal officials required prior to public hearing** |
| _____ | **Decreases revenues or increases expenditures without balancing budget** |
| _____ | **Budget required** |
| _____ | **Statement of fiscal impact required** |
| _____ | **Ordinance creating a new board requires detailed County Manager's report for public hearing** |
| _____ | **No committee review** |
| ___/___ | **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____ ) to approve** |
| ___V___ | **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required** |

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(4)
12-4-12

RESOLUTION NO. R-1003-12

RESOLUTION AUTHORIZING THE ISSUANCE AND ADVERTISING OF A REQUEST FOR PROPOSALS (RFP NO. MDAD-08-12) FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES AT MIAMI INTERNATIONAL AIRPORT

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that this Board hereby authorizes the Mayor or Mayor's designee, to issue and advertise in local publications for responses to the Request For Proposals (RFP NO. MDAD-08-12) in substantially the form attached hereto, subject to revisions through issuance of Addenda, so as to obtain qualified firms for the non-exclusive management agreement for the operation of the Hotel MIA, related amenities and food and beverage facilities at Miami International Airport. The Mayor or Mayor's designee shall select from among those submitting responses those proposals which best fulfill the requirements and standards set forth in the Request For Proposals, and the selection process shall be undertaken in a manner substantially similar to that provided in the Request For Proposals, as such may have been revised through any Addenda issued. Upon such selection, the Mayor or Mayor's designee may negotiate a contract for submission to the County Commission for approval. Nothing herein shall be deemed to constrain the authority of the County Mayor or his staff to issue Addenda related to this Request For Proposals, including but not limited to Addenda which materially alter the terms or conditions of the Request For Proposals, nor shall

anything constrain the ability of the County Mayor or his staff to waive any non-material defect in any proposal or in the selection process.

The foregoing resolution was offered by Commissioner **José "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

| | | | |
|---|---|---|---|
| Audrey M. Edmonson, Vice Chairwoman | | | **aye** |
| Bruno A. Barreiro | **aye** | Lynda Bell | **absent** |
| Esteban L. Bovo, Jr. | **aye** | Jose "Pepe" Diaz | **aye** |
| Sally A. Heyman | **aye** | Barbara J. Jordan | **absent** |
| Jean Monestime | **aye** | Dennis C. Moss | **aye** |
| Rebeca Sosa | **aye** | Sen. Javier D. Souto | **absent** |
| Xavier L. Suarez | **absent** | Juan C. Zapata | **aye** |

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of December, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: ***Christopher Agrippa***
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

David M. Murray

# NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES AT MIAMI INTERNATIONAL AIRPORT

THIS NON-EXCLUSIVE MANAGEMENT AGREEMENT, made and entered into as of the _____day of _____, 20____, by and

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

**And**

**Management:** _____ (Management) authorized to do business in the State of Florida; which term shall include its officers, partners, employees, successors, legal representatives, and assigns.

**Description of the Project:** The County, as represented by the Miami-Dade Aviation Department (MDAD), has engaged Management to manage, operate and maintain a well-appointed full service hotel in a first class manner including the related amenities, Food and Beverage facilities at MIA.

Miami International Airport Hotel (Hotel MIA or Hotel) located at the 2nd level of Terminal E is comprised of 259 rooms, a restaurant, conference center, auditorium rooms, a sushi bar, a lobby bar and an 8th floor that is currently under design consideration for a business center and fitness center. The 8th floor may or not may be refurbished during the life of this Agreement.

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**EXHIBITS:**

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| **Exhibit C** | Cover Page and Daily Deposit of Gross Revenues Report |
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| **Exhibit G:** | Reimbursable Operating Cost |
| **Exhibit H:** | Request for Replenishment |
| **Exhibit I:** | Executed ACDBE participation forms (Submitted as Appendix I with their proposal) |
| **Exhibit J** | Budget Instructions and Twelve Month Budget – Consolidated and by Facility (Exhibit J as submitted with the proposal) |
| **Exhibit K** | Executed Labor Peace Agreement(s) |
| **Exhibit L** | Executed Affidavits of Successful Proposer |
| **Exhibit M** | Trans Fats Resolution |

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# NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES AT MIAMI INTERNATIONAL AIRPORT

THIS MANAGEMENT AGREEMENT (the "Agreement") is made and entered into as of this _____ day of _____, 20_____, by and between Miami-Dade County, Florida (the "County"), a political subdivision of the State of Florida and _____ ("Management"), authorized to do business in the State of Florida.

---

## WITNESSETH:

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

**WHEREAS,** the County owns Miami International Airport (MIA), and operates the Airport through the Miami-Dade Aviation Department.

**WHEREAS,** the Department desire to engage the services from the private sector in managing, maintaining and operating the MIA Hotel.

**WHEREAS,** Management desires to provide the management, operation, maintenance, and services contemplated for the MIA Hotel which will enhance the accommodations and conveniences of airline passengers and Airport patrons.

**WHEREAS,** a Request for Proposal, RFP No. MDAD-08-12 was issued by MDAD on _____ and in response to the Request for Proposal, the County received proposals and an award has been made to Management.

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

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## DEFINITIONS

- **AGREEMENT:** The Management Agreement and all attachments hereto and a part hereof entered into by the County and Management, including all of its terms and conditions, attachments, exhibits, and amendments.

- **AMENDMENT:** A written modification to this Agreement executed by Management and the County covering changes, additions, or reductions in the terms and conditions of this Agreement.

- **ANNUAL OPERATING BUDGET:** The projections of Management as to monthly and annual totals for revenues and expenses for each major financial account and line item, each distinct group of revenue and expense centers, and individual operating facilities, equipment, and the proper distribution of overhead and Management compensation to individual facilities.

- **CODE:** The Code of Miami-Dade County, Florida.

- **COUNTY:** Miami-Dade County owns the Miami International Airport (MIA) and operates the Airport through the Miami-Dade Aviation Department.

- **DEPARTMENT:** Miami-Dade Aviation Department ("MDAD"), which is a department of Miami-Dade County and represented by and acting through its Director or his/her designee(s).

- **DIRECTOR:** The Director of the Miami-Dade Aviation Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.

- **EFFECTIVE DATE:** The date that appears in the first paragraph of the Management Agreement.

- **HOTEL MIA:** The Hotel at the Miami International Airport, Related Amenities and Food and Beverage Facilities shall mean the ("Hotel" or "Facilities") as reference in Exhibit A.

- **FISCAL YEAR:** The period of time which commences on October 1st of a particular year and concludes on September 30th, of the ensuing year.

- **MANAGEMENT:** An independent firm, company, joint venture, corporation, partnership, or individual approved to oversee the operations of the MIA Hotel.

- **MANAGEMENT FEE:** The fee paid Management for operating, managing and maintaining the Facilities.

- **MONTHLY VARIABLE MANAGEMENT FEE:** The fee paid to Management as an incentive for superior performance as reference in Sub-Article 6.02.

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- **NET OPERATING INCOME (NOI):** "Net Operating Income", "NOI" shall be calculated as follows: Gross Revenues, plus Allowances and Rebates, less Reimbursable Operating Expenses, sales taxes collected from customers and remitted to the State of Florida, the Management Fee pursuant to Article 6.01, and prepaid and other operating expenses paid directly by the Department.

- **PROJECT MANAGER:** The person designated by the Department to administer the terms and conditions of this Agreement documents on behalf of the County.

- **SERVICES:** Those services that Management shall perform in accordance with the terms and conditions of this Agreement as directed and authorized in writing by the County.

- **WORK CONTRACTED:** Is defined as fulfilling the normal and ordinary tasks of managing, operating and maintaining the Hotel, and its related facilities, on a day-to-day basis.

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## ARTICLE 1
## Term and Facilities

**1.01 Term:**

The County hereby engages Management and Management hereby agrees to manage, operate and maintain the hotel, related amenities and food and beverage facilities located at Miami International Airport (the "Airport" or "MIA"), as described in Sub-Article 1.04 and commencing _____, 20___, for a term of seven (7) years (the "Term").

**1.02 Extensions:**

This Agreement may be extended at the sole discretion of the Department for a maximum of three (3) one-year extensions given no existing Events of Default, see Sub-article 18.01. Each Extension shall be exercised by the Department providing notice of said extension to Management, no later than ninety (90) days prior to the expiration date of the Agreement or the applicable Extension Period. In the event the Department does not give notice, this Agreement shall terminate accordingly. Management may, within thirty (30) days following the receipt of notice from the Department reject any such extension by written notice to the Department and, if so rejected, this Agreement shall terminate at the end of the term, or upon the termination of any exercised extension thereof as appropriate. Failure of Management to respond to the Department within the thirty (30) day notice period shall automatically constitute acceptance of the extension.

**1.03 Termination of the Extension Period:**

At any time during any exercised extensions of the term of this Agreement, pursuant to Article 1.02 above, Management, upon ninety (90) days advance written notice to the County, and the County, upon thirty (30) days written notice to Management, may terminate this Agreement without stated cause or liability to the other party.

**1.04 Facilities:**

The Department hereby makes available to Management the Facilities referenced in Exhibit A.

The Facilities of the County to be operated by Management hereunder consists of, but are not limited to, a furnished departure level (Terminal 2nd Floor) lobby, furnished offices, lobby and service elevators, 259 furnished hotel rooms, a boiler room, maintenance shop(s) and storage areas, and include the furniture, fixtures and equipment contained therein or subsequently acquired; title to which is and shall remain in the name of the County. The Facilities also includes the restaurant, conference rooms, public restrooms, kitchen facilities, a sushi bar, and cocktail

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lounge. No furniture, fixtures or equipment shall be removed from the Facilities without the prior written approval of the Department. The Department reserves the unlimited right, without liability to Management, to alter, change, modify or delete portions of the Facilities listed on Exhibit A for purposes of refurbishment, modification, expansion, renovation, improvement or repair. The Department shall have the unlimited right to add new facilities or delete existing Facilities. Such additions or deletions shall be reflected herein by providing a revised Exhibit A to Management. Neither the addition nor the deletion of the Facilities to be operated by Management hereunder shall change the method for calculating compensation due Management, pursuant to Article 6 hereof, unless a lesser compensation percentage fee pursuant to Article 6.02 is agreed to by the Department and Management, in writing, for any new facilities added hereunder. The Department has the right to require the upgrading of the existing furniture, fixtures, and equipment.

**1.05 Proposal Incorporated:**

Management acknowledges that it has submitted to the County a proposal ("Proposal") that was the basis for the award of this Agreement and upon which the County has relied. The Proposal of Management, where not inconsistent with the terms and conditions of this Agreement, is hereby incorporated into this Agreement by reference.

**1.06 Contract Measure:** as a demonstration of good faith efforts, the Successful Proposer has achieved ACDBE participation goal of _____ percent of gross revenue or the Successful Proposer waived ACDBE participation_____.

**1.07 Airport Concession Disadvantaged Business Enterprise (ACDBE)**

**1. ACDBE REQUIREMENTS:**

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

Concessionaire/Management will be required to submit to the Department's Minority Affairs Division, Monthly Utilization Reports

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(MUR) reflecting ACDBE revenue commencing 30 days after beneficial occupancy and monthly thereafter, on or before the 10th of every month.

## II. COUNTING ACDBE PARTICIPATION TOWARD CONTRACT GOALS:

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

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

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

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

   MDAD will determine whether an ACDBE is performing a commercially useful function by evaluating the specific duties outlined in the subcontract agreement or other agreements in accordance with industry practices.

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

   (c) If an ACDBE does not perform or exercise responsibility for at least seventy (70%) percent of its participation or if the ACDBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the ACDBE is not performing a commercially useful function.

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

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

## III. CERTIFICATION-AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)

In order to participate as an ACDBE on this contract, an ACDBE must be certified by the Florida Unified Certification Program (FLUCP) as an ACDBE. ACDBE firms must maintain their certification throughout the term of this agreement.

Application for certification as an ACDBE may be obtained by contacting the Miami-Dade County Department of Regulatory and Economic Resources, Small Business Development ("RER/SBD"), located at 111 N.W. 1st Street, Stephen P. Clark Center, 19th Floor, Miami Florida 33128-1974 or by telephone at (305) 375-3111, website: **www.co.miamidade.gov/sba/home.asp.**

The FLUCP (Florida Unified Certification Program) Directory is available at **www.dot.state.fl.us/equalopportunityoffice.** The Directory lists the firm's name, address, phone number, date of the most recent certification, certifying agency and type of work the firm has been certified to perform. The FLUCP updates the data every 24 hours and revises the Directory regularly. The address for Florida UCP is:

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

## IV. AFFIRMATIVE ACTION AND AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PROGRAMS:

Concessionaire/Management 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 Concessionaire/Management 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.

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These requirements may include, but not be limited to, the compliance with ACDBE and/or Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports and, if directed by the MDAD, the contracting of specified percentages of goods and services contracts to Airport Concession Disadvantaged Business Enterprises. In the event it has been determined, in accordance with applicable regulations, that Concessionaire/Management 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 Concessionaire/Management to terminate this Agreement, pursuant to Default language referenced in the Management Agreement.

Concessionaire/Management shall include the following nondiscrimination language in concession 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. Concessionaire/Management 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 contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23".*
>
> *Concessionaire/Management or contractor agrees to include the above statements in any subsequent agreement or contract 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.

Concessionaire/Management agrees to include the above statements in any subsequent Concession Agreements.

## V. ACDBE MENTORING, ASSISTANCE AND TRAINING PROGRAM:

Consistent with the goal of providing ACDBE's with hands-on participation and the responsibility for a clearly defined portion of the contracted operations, subject to **Article 1.07 (I) above** hereof, each ACDBE shall have the duty and responsibility to operate certain areas of the contracted operation(s) following a mentoring period, if needed, which shall include but not be limited to the following specific duties and responsibilities:

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A. Operations

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

B. Personnel

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

C. Design and Display

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

D. Loss Prevention

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

E. Books, Records and Reports

(1) The books of account and supporting records of the joint venture(s) and the sub-contractor(s) shall be maintained at the principal office and shall be open for inspection by the MDAD or the ACDBE sub-contractor(s) or Joint Venture(s), upon reasonable prior written notice, during business hours.

(2) The books of account, for both financial and tax reporting purposes shall be maintained on the accrual method of accounting. Concessionaire/Management shall provide to the sub-contractor(s) or joint venture(s), within an agreed upon time after the end of each month during the term of this agreement, an unaudited operating (*i.e.*, income) statement for the preceding month and for the year-to-date.

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

## VI. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN:

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

The MDAD shall monitor the compliance of Concessionaire/Management with the requirements of this provision during the term and/or extension of this agreement.

The MDAD shall have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records, records of expenditures, agreements between Concessionaire/Management and the ACDBE Participant, and other records pertaining to ACDBE Participation Plan.

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

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## ARTICLE 2
## Scope of Services

**2.01 Services:**

Management shall manage, operate and maintain a well-appointed full service hotel, related amenities and food and beverage facilities in a first class manner 365 days a year.

A. General

Management, on a twenty-four (24) hour basis shall: (i) operate and maintain the Facilities in a neat, clean, and first-class manner and condition; (ii) provide sufficient and trained personnel; (iii) provide safe and secure Facilities for guests; (iv) provide prompt, courteous and exceptional customer service; (v) operate in a cost effective and efficient manner. Management shall provide such reasonable services as needed or desirable to minimize cost and control expenditures, as well as develop strategies to maximize sales and optimize net income (yield).

B. Manage

1. Marketing: Management shall develop a marketing plan to submit along with the annual budget which shall analyze the competitions in the surrounding airport area and develop an action plan by market segment to address sales by room type. The room breakdown shall be accompanied by a rate structure for seasonal room rack rate.

2. Rental Rates: Management shall develop and submit for Department approval a unified pricing policy for each hotel room and meeting room type which stratifies pricing according to category. All proposed contracts between the hotel, the airlines, and travel agents must be submitted for prior approval to the Department.

   The Department shall have further rights to utilize its own employees or engage another Company to provide said services in meeting rooms independent of the Agreement. If the Department engages another company to provide services in meeting rooms which are covered by the Agreement, the other company will indemnify Management or name Management as an additional insured. In such event, the revenue from such operation shall not be included as Gross Revenue under the Agreement.

3. Hurricane/Disaster Response:
   Management shall assist/participate in providing guest rooms, meeting rooms, food and beverage and personnel as warranted in the event of a

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hurricane, or mass migration, natural, or manmade disaster(s) preparedness, and/or response. Such costs are included in operational expenses.

4. Food and Beverage Services:
   Management shall operate food and beverage services as assigned, including special or catered events, purchasing of food, to the preparation of meals and providing customer service. Management shall comply with the requirements of the multiple agencies overseeing food safety in Florida. These include but are not limited to: the Department of Health, the Department of Agriculture and Consumer Services, and the Department of Business and Professional Regulation.

   Management may submit proposed concepts supported with projected revenues, but MDAD Project Manager approves changes.

C. Operate
   Monitor customer service program(s), and respond to customer/passenger complaints on a timely basis. Management will submit their customer service-training program within thirty (30) days of the Agreement Effective Date, for the Department's review and approval.

   Management shall participate in MDAD customer service program(s) and airport-wide customer service program implemented by the Department.

D. Maintain
   Maintain or cause to maintain the Facilities pursuant to Department standards, as may be promulgated from time to time. Coordinate and maintain general oversight of deliveries of goods and products for the operations. Provide a comprehensive system (either manual or computerized) subject to prior approval of the Department that will track room repairs and monitor preventive maintenance for the Facilities. Room repair information should include type of repair, time and labor expended to do repair and cost of supplies used for repair. Documentation should be retained for at least 3 years and provided to the Department upon request for review.

   Management shall plan, organize and control in accordance with the annual budget approved by the Department.

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## ARTICLE 3
## Gross Revenue and Deposits

**3.01 Gross Revenues:**

All Gross revenues generated from the operation of the Facilities under this Agreement shall accrue to the County. "Gross Revenues" shall mean all monies, paid or payable for transactions involving the Hotel, including, but not limited to, room rentals, sales of food and beverages, sales of other services by Management to third parties at the Hotel, sales of movies through in-room televisions or through internet delivery, sales of internet services, vending machine commissions, public telephone commissions or revenue, rebates to Management for credit card processing, rebates to Management for any other purchased services, customer telephone charges and sales taxes collected from customers, excluding any payments to Management by the County pursuant to this Agreement, regardless of when or where the transactions are made or the services are rendered, whether paid or unpaid, whether on a cash or credit basis. Discounts and allowances pertaining to guest service related issues if approved in writing and as allowed by procedures accepted and approved by the Department, gratuities, credits and refunds, and reimbursement made to guests and patrons for actual advances and outlays made as an accommodation to said guests and patrons shall be excluded from Gross Revenues. Cashier shortages and undercharges (monies payable and receivable), from the Facilities operated hereunder, shall be netted against cashier overages and overcharges (monies paid and received) not refunded, on a daily basis. At the end of each reporting week if the cashier shortages and undercharges exceed the overages and overcharges, the difference shall be included in Gross Revenues and shall be paid to the County by Management from its own funds.

**3.02 Deposits of Gross Revenues:**

Management shall deposit Gross Revenues in a revenue depository account, of and to the credit of the County, in such banks and other depositories as the Department shall designate, in the manner described in the attached Exhibit C. Daily Deposits of Gross Revenues shall be comprised of Daily Deposits and Other Deposits. Daily Deposits shall be composed of daily Gross Revenues received in cash, check or traveler's check, credit and debit card vouchers with direct credit to the County's depository account, less any gratuities charged on credit and debit cards and other Department approved media plus any payments due the County from Management from net cashier shortages and undercharges. Daily Deposits shall be made as soon as practical, but not later than the next banking day following receipt of any revenue transactions. Other Deposits shall be composed of: Gross Revenues received in the form of receivables, such as airline and military vouchers when same day or next day "electronic funds transfer" is not available; credit and debit card vouchers not under direct credit to the County's Revenue depository account; and other forms of receivables as shall

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be approved by the Department. Management shall remit to the County Gross Revenues, including in Other Deposits as soon as possible, but in no event later than the next banking day following receipt by Management. Duplicate deposit slips for Daily Deposits, property certified by a cashier or officer of the depository bank, shall be delivered to the Department as an attachment to the corresponding Exhibit D, Daily Sales Summary. Management shall provide the Department supporting documentation indicating the composition of the deposit and a validated deposit slip, and/or proof of wire transfer to the credit to the County's revenue depository account.

**3.03 Daily Sales Summary:**

Management shall prepare a Daily Sales Summary each day summarizing revenues received or accrued in each revenue classification, sales tax, total revenues, cash over and short, credit card and other receivables net of credit card commissions, net cash deposited and gratuities charged on credit cards generated during the previous day's operations, for each facility, plus other statistical data required by the Department. The Daily Sales Summary, as shown in the form of Exhibit D, shall reflect daily and cumulative totals for each revenue classification accumulated during the course of each seven-day period for each operating unit beginning each Sunday and ending each Saturday. Management shall deliver each Daily Sales Summary, accompanied by a validated deposit slip, to the Department as soon as practical, but no later than 10:00 a.m. on the next banking day following execution of any revenue transaction.

**3.04 Deposits and Receivables Procedures:**

Revenue deposits and receivables shall be processed in accordance with standard hospitality industry accounting methodology and the normal procedures and controls contained in Management's procedures manuals, as approved by the Department which shall be subject to the required accounting and internal control procedures described in Exhibit B. Management shall provide a month end aged trial balance of accounts receivable by the first of each month for the prior month. Management shall be obligated to actively pursue collection of all accounts receivables and shall be and remain responsible for the amount of same until the Department shall approve a write-off of said receivables.

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## ARTICLE 4
## Budgets and Reports

**4.01 Annual Operating Budget:**

With the exception of the first year, annually thereafter, but no later than December 1 of (or date to be determined by Department) each year of this Agreement or any exercised extensions, Management shall provide a recommended Annual Operating Budget, Exhibit J for the twelve-month period beginning October 1 of the following year. The Annual Operating Budget

including the accompanying percentages and ratios shall be used by the Department and Management as a means of controlling the revenues and expenses of Management and to measure Management's performance under this Agreement. The Annual Operating Budget shall contain all the materials and details required in the Preliminary Budget Estimate, pursuant to Article 4.01 above, updated to reflect the then-current conditions and circumstances. The Annual Operating Budget shall be presented in a monthly format, in total and by operating unit, with comparisons to the prior year and the current year budget and actual. The Annual Operating Budget and any subsequent amendments thereto, shall be subject to approval by the Department. Management, in making expenditures hereunder, shall not exceed the expenditure percentages and ratios that are approved annually for each line item of the approved Annual Operating Budget without the prior approval of an amendment to said Budget by the Department. Monthly, in conjunction with the Monthly Financial Statement required pursuant to Article 4.04, Management shall report all deviations from the dollar amounts approved for each dollar line item in the Annual Operating Budget, so that the Department may amend such Budget. In the event that Management is required to make expenditures in excess of the amount included in a monthly increment of the approved Annual Operating Budget because of emergencies or operational necessity such expenditures must be approved by the Department, Management shall make such expenditures and shall promptly advise the Department of such action and the Annual Operating Budget shall be amended to reflect same. Within 10 calendar days of the date of notice of award of this Agreement, Management shall submit to the Department for its consideration a proposed Annual Operating Budget for the first year of this Agreement. Approval of the Annual Operating budget shall not be construed as authority for Management to spend all monies budgeted. Approval of the Annual Operating Budget shall not deprive the County of the right to examine expenditures under this Agreement, including but not limited to expenditures previously approved or authorized in the Budget process, to determine compliance with the terms of this Agreement. The terms of this Agreement cannot be modified or altered by approval of any Annual Operating Budget, and, in the event of a conflict, the terms of this Agreement shall govern the payment obligations of the County.

**4.02 Budget – Employee Expenses:**

The Budget provided by Management to the Department shall include a twelve-month period beginning October 1 for the staffing of operations hereunder and reimbursable wage rates and fringe benefits of employees of Management ("Employee Expenses") including the following:

(a) The total number of Reimbursable employees of Management under this Agreement;

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(b) A classification title and job description of each job to be performed by employees of Management hereunder, including a designation of which classifications are considered management and supervisory.

(c) The number of employees who will be performing each job classification hereunder;

(d) The wages or salary to be paid each employee hereunder according to job classification. Provide the pay range for each position using U.S. Department of Labor, Occupational Employment and Wages.

(e) The fringe benefits (subject to the approval of the Department), such as holidays and holiday pay, annual, sick and other types of leave, health insurance, overtime policy and the like, including the cost of any such benefits provided under another program of the Department.

This section shall be utilized solely to pay for personnel working as employees of Management. Management shall not bill or budget under this section for personnel costs associated with third party vendors under contract to Management. Third party vendors under contract shall be reported as Contract Service as set forth in Exhibit G.

(f) Health insurance for full time reimbursable employees in accordance with Article 8.15, Purchasing, subject to Department approval.

**4.03 Changes in Employee Expenses by Management:**

Management shall not provide, change, alter or modify items (a) through (f) in Sub-article 4.02, without the prior written approval of the Department.

If any such change, alteration or modification results in an increase or decrease in Employee Expenses, then the Annual Operating Budget and Reimbursable Operating Expenses, as defined in Article 5.01, shall be adjusted accordingly by the Department. Third party contracts for the provision of any of these benefits must be approved by the Department and be cancellable at all times by the Department.

**4.04 Monthly Financial Statement:**

As soon as practical, but no later than fifteen (15) days following the close of each monthly period, Management shall provide the Department with comparative Monthly Financial Statements which shall reflect, in detail, budgeted and actual revenue and expense balances and their variances for each individual and consolidated group of revenue and expense centers under the control of Management hereunder. These Monthly Financial Statements shall be accompanied by a narrative from management explaining the factors that impacted monthly performance, and explanations of all budget variances. The

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Department may require that these Monthly Financial Statements reflect costs and expenses absorbed directly or indirectly by the County, such as, but not limited to, utilities, amortization of investments and attributable debt service thereon, foregone rentals at a rate(s) established by the Department, and the like.

**4.05 Monthly Inventory Report:**

As soon as practical, but no later than two (2) business days following the close of each month, Management shall provide the Department with a Summary of Physical Inventories in the form shown in Exhibit E, which shall reflect the opening and closing of physical inventory values for each major category of merchandise, supplies and materials, as well as the net changes in balances. The Department, at its discretion and without notice, may elect to observe and/or participate in inventory taking procedures.

**4.06 Annual Audit:**

As soon as practical, but no later than December 1 of each year of this Agreement, Management shall provide the Department with financial statements for the operations of the Facilities under this Agreement reflecting full disclosure for the annual period ending September 30 of each year and any partial years, and the management letter resulting from a review of the operations, internal controls and other observations. Said financial statements shall be audited and the management letter prepared by the external auditors of the Department or any other firm of qualified independent Certified Public Accountants designated by Department. Following their completion, the Department and Management shall be provided with copies of the audited financial statements and the management letter.

**4.07 Other Reports:**

The Department may require Management to provide other reports generated by Management in the normal course of operations, which may include, but are not necessarily limited to, the following:

(a) Daily Revenue Comparison Reports
(b) Marketing Reports
(c) Maintenance Reports
(d) Labor Performance Reports
(e) Exception Reports
(f) Competitive Pricing Analysis
(g) Internet search engine comments and review
(h) Room by Category Inventory
(i) Other reports to be determined.

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**4.08 Related Party Purchases:**

Management is required to provide full disclosure and to seek prior written approval from the Department for all transactions which involve a Related Parties in either a revenue transaction or the purchases of goods and services. "Related Parties" shall mean any business entity in which Management has a direct or indirect ownership interest or in which a parent company or joint venture partner of Management has a direct or indirect ownership interest, irrespective of the percentage of ownership..

As to expense transactions, Management shall provide the following information: dates of transactions, dollar values of transactions, invoice numbers, check numbers, a disclosure of any allowances, discounts or rebates applicable to such transaction(s), the bases for calculating the charge and a description of the relationship of Management with such parties.

As to revenue transactions, Management shall provide the following information: dates of transactions, description of transactions, dollar values of transactions (billing rates as well as cost calculations and support), invoice date and number, payment date and amount. All revenue and receivables transactions shall be processed in accordance with Article 3 Gross Revenues and Deposits to ensure billings, payments and deposits are made on a timely basis.

Allocations of either revenues or expenses which cannot be substantiated to the satisfaction of the Department, in its sole discretion are expressly prohibited. The County, directly or through its internal or external auditors, reserves the right to inspect the original copies of all applicable documents supporting Related Party transactions, in the possession of Management (and Related Parties, where the relationship is based on ownership), and the methods used for allocating and distributing costs and credits.

**4.09 Form of Reports:**

Except where a specific format of reports is elsewhere specified, Management shall keep books of account and other records reflecting the results of operation of the Hotel in accordance with the Uniform System of Accounts for the Lodging Industry, Tenth Revised Edition and generally accepted accounting principles.

## ARTICLE 5
## Cost Reimbursements

**5.01 Reimbursable Operating Expenses:**

Management shall cause all obligations arising from operation of the Facilities to be paid when due. To the extent that such costs are readily discernible as attributable to the operation of Management hereunder, the County shall

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reimburse Management for all direct costs of operation hereunder, including material costs, payroll and related expenses, variable and fixed controllable and uncontrollable expenses, utilities, audits, capital operating equipment, maintenance and such other operating expenses approved by the Department or described in the approved Annual Operating Budget. Such expenses, as further defined in Exhibit G hereto, shall be referred to as "Reimbursable Operating Costs". Reimbursable Operating Expenses shall include Employee Expenses as defined in Article 4.02. The County shall not reimburse Management for any Employee Expenses in excess of the amounts set forth in the Annual Operating Budget, except as provided in Article 4.03. It is the intent of this Agreement and specifically this Article 5.01 and 5.02 below that Management shall be reimbursed for all reasonable and appropriate expenditures made pursuant to this Agreement not inconsistent with the terms contained herein.

**5.02 Imprest Operating Account:**

The County shall establish, in its name and to its credit, an Imprest Operating Account to be used exclusively for payment by Management by check of Reimbursable Operating Expenses, excluding those paid from other accounts or funds pursuant to this Agreement. Checks to be issued from this account should not be released to the vendor for payment until such time as the County has approved the expenditure.

The Imprest Operating Account shall be funded by the County in such amounts as the Department shall deem necessary to ensure that payments are made on a timely basis. The balance of the Imprest Operating Account may be increased or decreased by the Department, from time to time, based on experience. The Department shall designate authorized signatures for this Imprest Operating Account, including County, Department, and Management representatives as the Department shall deem appropriate and authorize, in writing, from time to time.

Bank statements and cancelled checks pertaining to the Imprest Operating Account shall be sent directly to the Department. Said documents shall be picked up by Management from the Department for reconciliation and shall be returned within five working days thereafter. When applicable, Management should utilize electronic computer access to bank accounts and statements to facilitate the timely reconciliation of the monthly bank statement, in which case, the due date of the reconciliation will be adjusted accordingly.

**5.03 Imprest Payroll Account:**

Management shall establish, in its name and to its credit, an Imprest Payroll Account to be used exclusively for the payment of net payroll costs. The Department, upon the recommendation of Management, shall designate authorized signatures on this Imprest Payroll Account. Bank statements and cancelled checks pertaining to the Imprest Payroll Account shall be sent directly

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to the Department. Said documents shall be picked up by Management for reconciliation and shall be returned within five (5) business days thereafter.

Bank statements and cancelled checks pertaining to the Imprest Payroll Account shall be sent directly to the Department. Said documents shall be picked up by Management for reconciliation and shall be returned within five working days thereafter. When applicable, Management should utilize electronic computer access to bank accounts and statements to facilitate the timely reconciliation of the monthly bank statement, in which case, the due date of the reconciliation will be adjusted accordingly.

**5.04 Imprest Checking Account:**

The County shall establish and fund from the Imprest Operating Account, in its name and to its credit, an Imprest Checking Account to be used exclusively for the payment by check for purchases and expenses, which must be paid for on delivery. The balance of such Account shall be in such amount as is deemed adequate by the Department. The Department, upon the recommendation of Management, shall designate those persons authorized to sign checks against the Imprest Checking Account on behalf of Management. The Imprest Checking Account shall be treated from an accounting perspective in the same manner as the Imprest Operating Account.

The Imprest Checking Account shall also be used to pay expenses on approved construction projects.

**5.05 Petty Cash Fund:**

Management may establish an Imprest fund in an amount sufficient to fulfill its intended purpose, in its name and to its credit a Petty Cash Fund to be used for making petty cash disbursements which may be necessary from time to time.

**5.06 Invoices for Reimbursable Operating Expenses:**

Invoices for Reimbursable Operating Expenses, other than those subject to the reimbursement procedures contained in Article 5 herein, shall be recorded daily, or such other frequency as the Department may authorize. Information shall be recorded separately for each transaction and shall include vendor name, invoice number, invoice date, invoice amount, net of maximum available purchase discounts, invoice due date, and expense classification in accordance with the Chart of Accounts customarily used by Management and approved by the Department. As soon as practical, but no later than the next working day or such other frequency as the Department may authorize, the Check Register Report and supporting invoices, duly approved by Management, shall be delivered to the Department for preliminary review and approval. The Department reserves the right to solicit additional information pertaining to any invoices which appear to

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be unrelated to operations controlled by Management or otherwise deemed by the Department worthy of investigation. Except as otherwise specifically provided herein, Management shall not pay any invoices listed on a check register until same are preliminarily approved by the Department. In the event that Management has paid any invoices listed on a Check Register Report which are not subsequently approved for good cause by the Department on a Request for Replenishment as defined in Article 5 herein, Management shall pay the amount of such non-approved invoices into the Imprest Operating Account. If such payment is not made within ten (10) days of the date such payments are disapproved, the Department shall either deduct such amount from the monthly Management Fee or invoice Management for such costs and such failure to pay may be deemed by the Department to be a breach or default hereof.

Services obtained from outside vendors should be obtained through sealed bidding, of at least three cost proposals which provides the detailed service, cost per hour/unit, time for completion and a grand total for job. Quotes should include verification by Management of a true business location and license before approval. Copies of all new and renewed contracts must be provided to the Department so expenditures against those contracts are verified. Also, copies of all quotes should be submitted to the Department in the initial replenishment package.

**5.07 Payment of Invoices:**

Following preliminary approval by the Department, pursuant to Sub-article 5.06 above, a check register, along with original supporting invoices, shall be processed by Management for payment in accordance with the normal procedures of Management. Payments shall be made by check drawn on the Imprest Operating Account, paying only approved invoices reflected on the preliminarily approved check register. Management shall maintain separate paid invoices files for operations covered by this Agreement, and said paid invoices files, including supporting documents, such as, but not limited to, purchase orders, shipping and receiving slips and the like, shall be County property, held in fiduciary possession by Management. At the request of the Department, but no less often than quarterly, Management shall deliver to the Department all paid invoices files related to operations pursuant to this Agreement, not previously provided to the Department pursuant to other provisions hereof.

Services obtained from outside vendors should be obtained through sealed bidding, of at least three cost proposals which provides the detailed service, cost per hour/unit, time for completion and a grand total for job. Quotes should include verification by Management of a true business location and license before approval.. Copies of all new and renewed contracts must be provided to the Department so expenditures against those contracts are verified. Also, copies of all quotes should be submitted to the Department in the initial replenishment package.

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**5.08 General Change Fund:**

Management may establish, and fund, subject to requests for reimbursement, a fund in an amount sufficient to fulfill its intended purpose, in its name and to its credit a General Change Fund. Cashiers who handle cash will be provided with their own cash bank before the start of a work shift and will be returned at the end of the shift. Notwithstanding, nothing herein shall prevent Management from the use of rotating cash banks to prevent fraud, if approved by the Department.

Management shall be responsible for ensuring the cash on hand and receipts equal the authorized amount of the fund at all times. Change funds must be kept separate from all other funds, such as petty cash. These funds are subject to periodic audits. The General Change fund may also be used to pay gratuities which may be necessary from time to time.

**5.09 Payment of Payroll Expenses:**

Each week, or such longer period as shall be agreed to by Management and the Department, Management shall transfer from the Imprest Operating Account to the Imprest Payroll Account an amount equal to reimbursable net payroll costs reflected on the payroll journal of Management for such period. Employee payroll checks shall be processed in accordance with the normal procedures and controls of Management, subject to required internal control procedures described in Exhibit B. The Department may, at any time, monitor and audit the paying of reimbursable employee Payroll checks shall only be written against and be accounted for in the Imprest Payroll Account.

**5.10 Account Replenishment:**

The Imprest Operating, Imprest Payroll and Imprest Checking Accounts shall be maintained on an Imprest (i.e. an advance of County funds for County purposes) basis. Disbursements from the Imprest Checking Account shall be listed on Management letterhead indicating check number, date issued, payee, amount, and expense classification, with original copies of invoices, delivery slips and like documents attached. Management shall similarly prepare separate listings of reimbursable disbursements from the General Change Fund or separate petty cash fund, if so authorized, which shall be paid to Management by the County, upon approval by the Department, from the Imprest Operating Account. Replenishment of the Imprest Checking Account by the County shall be made when necessary by check or wire transfer drawn on the Imprest Operating Account, with the respective disbursement listings supported by individual invoices.

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**5.11 Replenishment of Imprest Operating Account:**

The Imprest Operating Account shall be replenished by the County, as needed, by check or wire transfer drawn on County banking resources, other than the accounts and funds established pursuant to this Agreement, deposited directly into said Imprest Operating Account. Such replenishment shall be based upon a Request for Imprest Operating Account Replenishment, in the form shown in Exhibit H hereto ("Request for Replenishment"), prepared by Management, covering Reimbursable Operating Costs paid for the seven-day period beginning each Sunday and ending each Saturday.

The Department shall have the right to require the submittal of separate Requests for Replenishment for separate expense categories. Requests for Replenishment of preliminarily approved Reimbursable Operating Costs reflected on check register shall be accompanied by the original copies of corresponding invoices. The County shall only replenish the Imprest Operating Account to Reimbursable Operating Costs supported by invoices or as otherwise provided herein. Any monies paid by Management from the Imprest Operating Account which has not been authorized for replenishment as described herein shall be deposited to the Imprest Operating Account by Management or shall be subsequently deducted from the monthly Management Fee by the Department until such time that such expenditure may be properly authorized. Management shall deliver copies of the Imprest Operating Account check register to the Department within three business days of their production in the ordinary course of operations of Management.

**5.12 Requests for Replenishment – Payroll Related Costs:**

In accordance with the pay period frequently approved pursuant to Article 5.09, Management shall prepare a separate Request for Replenishment for reimbursable net payroll costs, in an amount equal to the transfer of reimbursable net payroll costs for the corresponding payroll period from the Imprest Operating Account to the Imprest Payroll Account. Requests for Replenishment covering reimbursable net payroll costs shall be accompanied by the corresponding payroll journal or register as evidence of payment. Periodically, but not more frequently than weekly, Management shall prepare additional Requests for Replenishment from the Imprest Operating Account for the costs of employer paid payroll taxes and employee fringe benefits of Management. Said Requests for Replenishment shall be prepared in accordance with the frequency and timing of the actual expenditures for such employer paid payroll taxes and employee benefits. Such periodic Requests for Replenishment covering reimbursable employer paid payroll taxes and employee fringe benefits, shall be accompanied by photocopies of payroll tax deposits, payroll tax returns, and such other supporting documentation as may be requested by the Department under the circumstances. Management shall not be reimbursed for employee severance pay, or for the cost of fringe benefits not earned or accrued or while an employee has worked for Management other than at the Facilities. Periodically, but no less often than

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quarterly, Management shall prepare a detailed reconciliation of actual payroll and payroll related costs and deliver same, along with copies of corresponding Requests for Replenishment, and Federal and State quarterly tax returns, to the Department as soon as practical, but no later than twenty days following the close of every calendar quarter.

**5.13 Requests for Reimbursement-Uncollectible Credit Charges:**

Each month, Management shall prepare a request for reimbursement for dishonored checks and uncollectible credit card charges, which shall be supported by photocopies of each check and credit card charge claimed (charge back), and a written explanation as to the reason for uncollectibility. Charge-backs which resulted from the failure of Management to apply prescribed procedural controls shall not be reimbursed. Management shall not record the financial effect, nor execute reimbursement for any charge-backs not authorized by the Department. Reimbursements for authorized charge-backs shall be made payable to Management, and shall be recorded appropriately in accounting records.

**5.14 Special Requests for Reimbursement-Other Costs:**

Certain Reimbursable Operating Expenses may be incurred by Management and not processed through Daily Invoice Reports or payroll and related expense records. Reimbursement of such costs shall be made by processing special requests for reimbursement, as necessary, accompanied by evidence of payment, supporting third party documents, supporting calculations, and any other information the Department may deem necessary. Management and the Department shall agree as to the types of expenses to be reimbursed using this procedure.

**5.15 Special Requests for Payment-Management Compensation:**

The monthly Management Fee shall be billed through a special request for payment, accompanied by the following information:

(a) Letter from Management, on its letterhead and signed by the General Manager, summarizing fee computations, computed in accordance with Article 6, hereof.

(b) Monthly or Quarterly Financial Statements, as appropriate.

(c) Monthly and year-to-date financial statement showing actual performance against the Annual Operating Budget-to-date and performance for the same period in the prior fiscal year.

(d) Submit a narrative explaining variances and impacts to the operations over prior year.

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The Department shall withhold payment of the monthly Management Fee(s) until all the requirements of this Article 5 and are met, including compliance by Management with any payment due under the bonus compensation program as provided in sub-article 6.03.

The Management Fee shall be deemed to include, and shall be full and complete payment of: (1) all profit for Management's operations at the Hotel, (2) all costs associated with remote or home-office support of Management's operations at the Hotel, (3) all indirect administrative costs associated with Management's operations at the Hotel, (4) all costs associated with travel for Management and employee personnel, (5) all mark-up on work contracted by Management, including contracts for goods and services, (6) costs associated with parking fees, (7) costs associated with professional memberships or continuing education, (8) legal fees and expenses incurred by Management, its vendors, subcontractors, and suppliers, (9) the value of stock options provided to Management employees, if provided, (10) internal advertising, (11) accounting fees, (12) Salary and benefits of the General Manager, required pursuant to Sub-article 7.01 hereof, such as, but not limited to, salary, fringe benefits, pension contributions, automotive allowances, insurance and payroll related taxes and continuing professional education programs, (13) auto and life insurance and (14) bond costs associated with Article 13 of this Agreement.

Nothing herein shall preclude Management from self-performing services if both (1) the County, in advance, and in its sole discretion, in writing authorizes such self-performance and also (2) Management first solicits three bids for such work, and the cost for Management to self-perform this work is less than the lowest bid received. The County shall have no obligation to approve any request to self-perform work.

Certificates of Insurance must be submitted in accordance with Article 15, Insurance.

**5.16 Management Operations Procedures Manual:**

Management must develop a Operations Procedures Manual within thirty (30) days from the effective date. The Procedures Manual will contain all of the specific information regarding the operation at MDAD including but not limited to hours of operation, staffing levels, rates, maintenance schedules, special circumstances, policies and procedures. The contents of the Procedures Manual shall be subject to MDAD approval. Management shall be responsible for operation in accordance with the Procedures Manual. The Procedures Manual may be amended at any time by the Department.

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**5.17 Non-Reimbursable Expenses:**

Without limiting or modifying any other provision of this Agreement which may pertain to reimbursement of fees, Management shall not be reimbursed for its expenses as a corporation, partnership or individual, of the following and similar in nature, including but not limited to:

(a) Any component of the Management Fee,

(b) Management's overhead and cost allocations.

(c) Management's legal and accounting fees;

(d) Charitable and political contributions;

(e) Management and employee travel, including air, transportation, meals, incidentals and related expenses;

(f) Entertainment, including entertainment for the purposes of business development or client retention.

(g) Public relations, gifts, dues and memberships and entertainment.

(h) Salary and benefits of the General Manager required pursuant to Article 7.01 hereof, such as, but not limited to, salary, fringe benefits, pension contributions, automotive allowances, insurance and payroll related taxes and continuing professional education programs.

(i) Any penalties, assessments or fines issued by any court or authorized government entity or agency.

(j) Employee social functions.

(k) Employee severance pay, and the cost of fringe benefits not earned or accrued during the time of the Agreement or while the employee has worked for Management other than at the Facilities.

(l) Charge-backs which resulted from the failure to apply controls as described in Article 5, Cost Reimbursements.

(m) Performance Bond.

(n) Any other expenses which are for services which do not provide a direct benefit to the MDAD operations of the hotel.

(o) Auto and life insurance.

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**5.18 Cash Losses:**

All cash losses shall be the responsibility of and reimbursed by Management.

**5.19 Prompt Payment:**

Management shall be fully responsible for making prompt and timely payment of all obligations arising out of this Agreement, so as to maximize the potential for available discounts and commissions. All discounts, allowances, premiums and commissions paid or received hereunder shall be to the credit and benefit of the County. Management shall pay from its own funds any penalty, fine or like assessment resulting from any late or delayed payment of an obligation hereunder; provided, Management has not been unduly delayed in making payment of such obligation by action or inaction of the County.

## ARTICLE 6
## Compensation to Management

**6.01 Management Fee:**

The County shall pay to Management as consideration for managing, operating and maintaining the Facilities and providing the services required herein, a Management Fee of $_____, prorated and payable in twelve (12) equal monthly payments, which shall be submitted by Management, in accordance with Article 5.15 with the Monthly Financial Statement as referenced in Sub-Article 4.04. Payments for any partial months shall be prorated.

**6.02 Monthly Variable Management Fee:**

As additional consideration for managing, operating and maintaining the Facilities; providing the services required herein; and as an incentive for superior performance; the County shall pay to Management a Monthly Variable Management Fee.

In the first year, the Monthly Variable Management Fee will be ½ of 1% of the monthly Net Operating Income to the County under this Agreement.

On the 2nd year and thereafter, the County shall pay to Management on a monthly basis, 5.0% of the amount by which the adjusted monthly Net Operating Income to the County from comparable (in size and quantity) operations under this Agreement exceeds the monthly Net Operating Income during the same month in the prior year.

Only revenues and expenses for the Facilities which have been operating for a full year shall be included in the calculation of Net Operating Income for purposes of determining the incentive compensation to be paid hereunder.

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## ARTICLE 7
## Personnel

**7.01 General Manager:**

Management shall hire and assign, at its sole cost and expense, a full-time General Manager ("General Manager") responsible for the competent performance and fulfillment of the duties and responsibilities of Management under this Agreement and to accept service of all notices provided for herein. The General Manager shall be qualified and experienced in hotel management and must have had at least four (4) years of recent comparable level experience at an urban hotel, catering to the business traveler. The General Manager shall have no other duties or responsibilities other than pursuant to this Agreement and shall maintain no office other than within the Facilities. The General Manager shall be subject to approval by the Department, if different than the General Manager named in the Proposal. The Department shall have the right at its discretion to require Management to replace the General Manager without stated cause. Vacations and extended absences to be taken by the General Manager shall, at all times, be subject to the prior approval of both Management and the Department.

**7.02 Personnel:**

Subject to the Annual Operating Budget and such other approvals as the Department may, from time to time, require, Management shall recruit, screen and employ such full-time and part-time personnel as are required for Management to competently fulfill its obligations under the terms and conditions of this Agreement. The Department shall have the right to approve personnel to be employed in designated classifications, including specifically, but not limited to, the assistant general manager and finance manager. To prevent conflict of interest in decision-making due to factors of nepotism the Department does not approve of the employment of relatives of other employees or of Management and Related Parties who may or may not be reimbursable hereunder. For the purpose of this policy "relative" shall mean a parent, foster parent, parent-in-law, child, spouse, brother, foster brother, sister, foster sister, grandparent, grandchild, son-in-law, brother-in-law, sister-in-law, or any other family member living in the same household.

**7.03 Personnel Standards:**

Management shall properly control its employees, who shall present a clean, neat, well-groomed and professional appearance at all times, and discharge their duties in a cooperative, courteous and efficient manner. Satisfactory maintenance of these requirements shall be the basis for the continued employment of all employees of Management hereunder. Management shall require all personnel, except non-public contact and managerial employees, to wear visibly on their person, at all times while on duty, a distinctive name tag identifying the individual by name, as an employee of Management and, if appropriate, displaying an

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employee number or title. Management shall require all its personnel, except non-public contact and managerial employees, to be properly uniformed. All uniforms are subject to the prior approval of the Department.

**7.04 Employment Procedures Manual:**

Management shall, within thirty (30) days following the Effective date of this Agreement, submit a detailed Employment Procedures Manual covering such policy subjects as, but not necessarily limited to: compensation and its adjustment, hours, promotions, job titles, job descriptions, job assignment criteria, fringe benefits, discipline, including counseling, reprimands and discharge, layoffs, the adjustment of grievances and other matters dealing with terms and conditions of employment. The Employment Procedures Manual shall be subject to review and written approval by the Department, and may be subsequently amended as the Department, on behalf of the County, determines, in its, sole discretion, to be necessary or appropriate. Management shall comply with and shall not change any provision of the Employment Procedures Manual without the prior written approval of the Department which approval may be withheld for any or no reason. Management shall take employment actions, which may involve any of the matters described in the Employment Procedures Manual, as the Department may require. In the event additional Facilities are added pursuant to Article 1.04 hereof, the Department may require Management to prepare and maintain a separate Employment Procedures Manual applicable only to the employees in such additional Facilities.

**7.05 Restricted Area Access – Identification Badges:**

Management shall be responsible for requesting the Department to issue identification badges to all employees and other personnel under its control who require access to restricted areas on the Airport as a part of their regularly assigned duties, and shall return the identification badges of all personnel transferred or terminated from the employ of Management or Airport assignment and upon termination of this Agreement. Management shall promptly report to the Department the names of all persons who were employed by Management from whom they were unable to obtain the return of Department issued identification badges. In the event that an identification badge is not returned because of a failure by Management, Management shall pay, from its own funds, the Department's established charge for lost or stolen identification badges. The Department shall have the right to require Management to conduct background investigations, criminal history checks and to furnish certain data on such employees before the issuance of such identification badges, to include the fingerprinting of employee applicants for such badges.

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**7.06 AOA – Right to Search:**

It is understood that the Department has a strong interest in maintaining good Airport security and intends implement increased security measures for companies having access to the Air Operations Area ("AOA") of the Airport. Management agrees that its vehicles, cargo, goods and other personal property are subject to being searched when entering or leaving the AOA. Management further agrees, when required by the Department, that it shall not authorize any employee requiring regular access to the AOA as part of his/her regular duties, to enter the AOA unless and until such employee has executed a written consent to search form acceptable to the Department. Persons not executing such consent to search form shall not be employed by Management pursuant to this Agreement.

It is further agreed that the Department has the right to prohibit an individual, agent or employee of Management 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. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a hearing before a designated management representative of the Department within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial. Persons denied such access shall not be employed by Management hereunder.

Management 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.

**7.07 AOA – Driver Training:**

Before Management shall permit any employee to operate a motor vehicle on the AOA, Management shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.

**7.08 Federal Agencies Right to Consent:**

Management understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies and any bonding requirements as may be imposed by such agencies. Persons not approved or consented to by the Federal Inspection Services agencies

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may not be employed by Management on the Airport. These expenses are reimbursable subject to prior Department approval.

**7.09 Employment Related Examinations:**

The Department shall have the right to require Management to use properly validated and lawful tests and procedures as a pre-employment screening mechanism for all or designated classifications of employees to assist Management in determining the accuracy of employment applications and the integrity of employment applicants. The Department may likewise require the use of shopping services, undercover operatives and other investigatory techniques for determining the honesty of employees. In addition, the Department may require Management to have polygraph examinations administered in individual instances, fully in compliance with the requirements and limitations of Federal law.

**7.10 Tips and Gratuities:**

No employee of Management shall be permitted directly or indirectly to solicit tips or request any form of gratuity from anyone unless under a program approved by the Department which may include the method to be used for distribution of such tips or gratuities.

**7.11 Relationship of Parties:**

Officers, agents, and employees of Management shall not be deemed to be employees of the County for any purpose whatsoever.

**7.12 Wage Rates:**

All employees of Management shall be paid at rates not to exceed those established in the Annual Operating Budget approved by the Department.

**7.13 Employee Relations Expenses:**

Management shall not be reimbursed by the Department for any legal or other services with respect to employee relations matters applicable to employees of Management, unless prior written approval is granted by the Department.

**7.14 Language Requirements:**

Management shall ensure that all employees in regular contact with the public, as part of their regular duties, are able to understand and communicate in clearly understandable spoken English. English and Spanish must be spoken at least one employee at each of the Facilities, unless otherwise approved by the Department.

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Management shall utilize such tests or procedures satisfactory to the Department to ensure compliance with this provision.

**7.15 Time Clock:**

Management shall provide a recording-type time clock for use by all hourly employees. Management shall require employees to clock in or out within a twenty-minute span at shift change time; not earlier than ten minutes before, or ten minutes after the specified time, unless some other procedure or time recording device is authorized in approved Procedures Manuals. The Department reserves the right to change or waive the time clock requirement for individuals or classes of employees, where the use of a time clock is not considered practical, cost effective or appropriate.

**7.16 Other Agreements:**

Management shall not, without the specific advance written approval of the Department, which approval may be withheld without stated cause, enter into any contract, agreement or arrangement of any kind, which would or could in any way serve to increase Reimbursable Operating Expenses for wages or fringe benefits, to modify or change the duties, work rules, working hours or responsibilities of reimbursable employees of Management hereunder or any other matter dealt within the Employment Procedures Manual pursuant to Article 7.04 hereof, or to delegate or assign to any other party the right to make decisions as to such matters.

**7.17 Not Used**

**7.18 Alcohol and Drug Testing:**

Management acknowledges that the County has the obligation to establish a drug free workplace, and to establish policies and programs to ensure Airport safety and security. Management acknowledges that the Department has the right to require users of the Airport, including but not limited to lessees, permitees, licensees, and management companies, to establish reasonable programs to further the achievement of the obligations described herein. Accordingly, Management shall establish programs for pre-employment alcohol and drug screening for all candidates for employment at the Airport and for the same or similar screening, based upon reasonable suspicion that an employee, while on duty at the Airport, may be under the influence of alcohol or drugs. Further, to the extent permitted by law, Management shall establish a program for the random alcohol and drug screening of all employees who are authorized, pursuant to this Agreement, to operate any type or kind of vehicle on the airfield operations area ("AOA"). Management shall make good faith efforts to negotiate amendments to any existing contract(s), which may serve as a bar to Management's implementation of its obligations hereunder. Notwithstanding the

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above, Management specifically acknowledges that the Department has the right and obligation to deny access to the AOA and to withdraw AOA driving privileges from any person whom it has a reasonable suspicion to believe is under the influence of alcohol or drugs.

**7.19 Employee Training:**

Management shall, on an ongoing basis, provide effective customer service training programs for all personnel having public contact.

**7.20 Use of Public Facilities:**

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

**7.21 Passenger Referrals:**

Management shall not permit its employees to enter into any agreements, understanding, arrangements or contracts, whether written or oral, relative to the referral of passengers and other Airport users to hotels, restaurant, shops or services off the Airport. The acceptance by an employee of any form of compensation, whether in cash or in kind, from airport employees and businesses and the possession of referral cards for such businesses shall be *prima facie* evidence of a violation of this provision.

**7.22 Employee Covenants Violations:**

In the event Management violates the covenants in Sub-Articles 7.20 or Sub-Article 7.21 above for failure to properly control its employees or by permitting its employees to improperly use facilities provided by the County for the use and convenience of the traveling public, the Department shall have the right to (i) confiscate the employee's Airport identification, (ii) require Management to terminate from employment at the Airport those employees who have individually violated the covenants of Sub-Article 7.20 and/or Sub-Article 7.21, and (iii) take action pursuant to Article 18 thereof.

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**7.23 Other Business Activity:**

Management and its employees shall conduct no other business activity within the Facilities of the Airport, except as specifically authorized herein.

**7.24 Employment Eligibility Verification (E-Verify):**

Management is required to enroll in the United States Citizenship and Immigration Services E-Verify system, and to utilize that system to verify the employment eligibility of all persons performing work for Management under this Agreement. Management shall incorporate this requirement into all of its subcontract as well.

**7.25 Employee Retention**

The current work force would provide necessary stability and continuity of services to hotel guest. It is the intent of the County to have Management retain individual employees, where warranted, contingent upon having satisfactory performance under the prior agreement. Management shall have an obligation to advise the Department of any changes to personnel employed at the commencement of Management's tenure.

## ARTICLE 8
## Duties and Obligations of Management

**8.01 Standards of Operations:**

The Department shall have the exclusive right to approve, establish and revise retail prices, and standards for the type and quality of service, maintenance of the Facilities and other matters pertaining to operations and procedures under this Agreement. Management shall periodically make recommendations concerning these matters to the Department; however, the decision of the Department shall be final.

**8.02 Revision of Operating Programs:**

The Department has implemented and is planning to implement a number of programs and improvements relating to services provided under management agreements, including, but not limited to, the development of wrap-up bond and insurance programs, joint purchasing arrangements, new point-of-sale and back office computer systems integrated with other computer systems of the Department, joint marketing programs, centralized accounting services, centralized maintenance and custodial services programs, and other programs impacting operations and Reimbursable Operating Expenses. Management shall, when requested by the Department, cooperate fully with the Department and others in the development and implementation of such programs and

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improvements and all expenses borne by Management in connection herewith shall be either a Reimbursable Operating Expense, or a reimbursable capital cost or a direct or prepaid expense as provided herein. To the extent that such programs serve to modify the terms and conditions of this Agreement, such terms and conditions shall be administratively amended by the Department in the manner and subject to the same requirements as in Article 25.04.

**8.03 Policy and Procedures Manuals:**

Unless such already exist, in which case Management shall comply with their requirements, Management shall develop and submit to the Department for its review and approval such policy and procedures manuals, which when approved, shall become the property of the County, as are necessary and appropriate to govern the operation and maintenance of the Facilities and the provision of services hereunder. Such manuals, without limiting the scope thereof, shall cover at least the following:

(a) Courtesy policies governing the treatment of customers by the front desk, service standards, telephone, porter services and housekeeping departments.

(b) Marketing reservations and sales department policies

(c) Guest referral policies

(d) Refund policies

(e) Policies related to room service

(f) Employee Training Manuals

(g) Accounting procedures

(h) All manuals and procedures related to point of sale equipment and systems, including but not limited to, those related to cashiers, back office support, and integration with Management's corporate systems and procedures.

(i) Credit card and check acceptance and denial procedures

(j) Promotional and travel agent discounts and allowance policies

(k) Facilities maintenance and cleanliness programs

(l) Customer Complaints

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Once any policy and procedure manual required herein is approved by the Department, it shall not be modified or amended without the further approval of the Department. The manuals required pursuant to this Article 8.03 and Article 7.04 shall be developed based on the operation of Management at the Airport pursuant to this Agreement.

**8.04 Resolution No. 456-07 Prohibiting County and Public Health Trust Employees from Using Products Containing Trans Fats:**

Management shall not sell or provide at the designated Premises under this Agreement any pre-packaged, prepared or other foods, including catered foods derived from or containing trans-fats (see Exhibit M). Management shall, periodically review existing inventories and projected products, to assure that only trans-fat free products are being offered for public consumption.

**8.05 Organization Conflict of Interest:**

Management (including affiliates, subsidiaries, and parent companies) shall not operate, maintain or manage other hotels on Miami International Airport property during the term or extension of this agreement.

**8.06 Commodities and Equipment:**

Management shall provide and maintain a sufficient supply of expendable commodities and supplies and provide all furnishings, fixtures and equipment authorized in the Annual Operating Budget, or authorized in writing by the Department, with title to same being vested in the County upon delivery to the Airport or installation at the Facilities.

**8.07 Employee Parking:**

The Department shall provide decals for use of the Employee Parking Lot on the Airport for all authorized employees of Management, the normal cost of which shall be considered an expense for the calculation of Net Operating Income, pursuant to Article 6.02 hereof.

**8.08 Injury or Damage:**

In the event of any injury to any person or loss or damage to any property in the Facilities, Management shall immediately notify the Department and promptly furnish copies of relevant reports in connection therewith. Management shall indemnify and defend the County against any claims arising out of any injury or damage, in conformance with the provisions of this Agreement.

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**8.09 Capital Inventories:**

On or before the Effective Date of this Agreement, and thereafter as determined by the Department, but not less often than annually, and on or before termination of this Agreement, the Department and Management will cause an inventory to be taken listing all property with a cost or value in excess of $1,000 and having a normal useful life in excess of one year, made available by the Department to Management to be used in the operation of the Facilities or otherwise purchased with County funds for use hereunder. Such inventory shall include, but not be limited to, furniture, fixtures, equipment and vehicles. Management shall establish appropriate controls, subject to review and approval by the Department, to prevent pilferage, thefts, disappearances or other losses of property from inventory. Management, shall maintain a current and up-to-date capital inventory listing and promptly advise the Department in writing of all additions to or deletion from the inventory. Following the completion of each inventory required herein, except that required prior to the effective date of this Agreement, Management shall pay to the County the net book value of any losses from inventory. Nothing contained herein shall be constructed to authorize Management to dispose of any capital property of the County without the prior written approval of the Department.

**8.10 Complaints:**

Management shall respond promptly and courteously to all complaints received and shall provide the Department with copies of all written complaints and Management's response thereto. Partial or full refunds, in response to complaints, shall only be made in accordance with Department approved policies and procedures.

**8.11 Right to Audit:**

The Department and the auditors of the County (internal and external) shall have the right, without limitation, at anytime, to audit, check, inspect and review all operating procedures of Management hereunder and all books of account, records, financial reports, financial statements, operating statements, inventory records, copies of Federal income and State sales tax returns, work papers and supporting documents relating to operations of Management hereunder, and other pertinent information as may be determined to be needed or desirable by the Department.

**8.12 Contracts/Agreements:**

Any and all contracts or agreements to be entered into by Management solely to support operations, hereunder shall be approved in advance by the Department and shall contain a provision that any such contracts or agreements shall be assignable, upon notice from the Department, to the County or to another party as designated by the Department.

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**8.13 Purchasing:**

Management shall solicit no less than three (3) bids or quotes for all purchases of goods and services (including insurance) in excess of one thousand ($1,000) dollars, used in the operation of the Facilities hereunder, unless waived by the Department at its sole discretion, and shall make such purchases from the vendor quoting/bidding the lowest amount, unless otherwise approved by the Department. The Department may require Management to submit a scope of service for services and/or specifications for purchases for prior approval as well as all bids submitted directly to the Department. Management shall maintain all quote information on file and provide to the Department such documentation of such bids/quotes as the Department may require.

Services obtained from outside vendors should be obtained through sealed bidding, of at least three (3) cost proposals which provides the detailed service, cost per hour/unit, time for completion and a grand total for the job. Quotes should include verification by Management of a true business location and license before approval. The Department must approve any goods and services purchased or contracted by Management that will exceed $1,000.00 prior to Management entering into a contract. Copies of all new and renewed contracts must be provided to the Department so expenditures against those contracts are verified. Also, copies of all quotes should be submitted to the Department in the initial replenishment package for our records.

At the discretion of the Director, the maximum limits for bid requirements for goods and services may be increased to a maximum of $3,000.00 for goods and services, and $5,000.00 for any contracted services.

Nothing herein shall preclude Management from self-performing services if (1) the County, in advance, and at its sole discretion, authorizes such self-performance in writing; (2) Management first solicits no less than three (3) bids for such work and the cost for Management to self-perform such work is less than the lowest bid received. Bids shall be submitted directly to the Department to determine the lowest bid. The County shall have no obligation to approve any request to self-perform work.

## ARTICLE 9
## Rights Reserved to the County

**9.01 Rights Reserved to County:**

All rights not specifically granted Management by this Agreement are reserved to the County.

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**9.02 Rights of County at Airport:**

The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and facilities at the Airport. The County shall, in the exercise of such right, be free from any, and all liability to Management for business damages occasioned during the making of such repairs, alterations and additions except those occasioned by the sole active negligence of the County, its employees, or agents.

**9.03 Rights to be Exercised by Department:**

Wherever in this Agreement rights are reserved to the County, such rights may be exercised by the Department.

**9.04 Right to Regulate:**

Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate Management or its operations.

**9.05 Other County Rights:**

Management shall be liable for any physical damage caused to the Facilities by Management, its employees, agents, contractors, subcontractors, vendors, or suppliers. The liability shall encompass: (i) Management's repair of the Facilities, or if the Facilities cannot be repaired, payment to the County of the fair market value replacement cost of the Facilities; and (ii) any other such damages to the County or the Airport arising from the physical damage caused by Management. The County may also initiate an action for specific performance, injunctive relief, or any other cause(s) of action pursuant to applicable law.

**ARTICLE 10**
**Maintenance by Management**

**10.01 Cleaning of Facilities:**

Management shall maintain and keep the Facilities clean at all times. If the Facilities are not properly maintained and kept clean, in the opinion of the Department, Management will be so advised and shall take immediate corrective action.

**10.02 Repair of Damage:**

Management shall repair all damage to the Facilities caused by Management, its employees, agents, independent contractors or patrons. Unless such damage is due to the negligence or misconduct of Management or its employees, the cost of

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repairs shall be considered a Reimbursable Operating Expense. The Department may, at its option, choose to do the work with its own forces or by contract or to require Management to perform or contract the work, as per 10.06 below.

**10.03 Garbage and Trash Disposal:**

Management shall remove from the Facilities all garbage, trash and refuse of any nature whatsoever which might accumulate and arise from any operations hereunder. Such garbage, trash refuse shall be stored and disposed of only in the manner approved by the Department.

**10.04 Maintenance of Utilities:**

Management shall operate and maintain all the components of the electrical distribution, air conditioning, ventilating, fire protection, hot and cold water, and industrial and sanitary sewerage systems and facilities within the boundaries of the Facilities, unless otherwise directed by the Department. The Department reserves the right to make arrangements for emergency maintenance and repair of said systems and facilities, using its own or contract employees, during nights, weekends and holidays, the costs of which shall be considered operating expenses paid directly, pursuant to Article 602 hereof.

**10.05 Maintenance and Repair:**

Management shall maintain and repair the interior of the Facilities, and shall make all repairs as required in and about the Facilities, including, but not limited to, painting, doors, windows, fixtures, furnishings, appurtenances, replacement of light bulbs, ballasts and tubes 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, subject to ordinary wear and tear.

**10.06 Extraordinary Maintenance:**

Management shall consult with the Department before undertaking any maintenance work which can be reasonably be expected to cost more than $1,000. The Department may, at its option, choose to have the work done by its own forces or by contract or to require Management to perform or contract the work in accordance with Sub-Article 8.15, Purchasing.

**10.07 Alterations and Signs:**

Management shall not alter the Facilities in any way whatsoever, erect any signs nor permit any advertising of any nature without prior written approval from the Department.

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## ARTICLE 11
## Design and Construction of Facilities

**11.01 Design and Construction-General:**

As authorized pursuant to Section 125.012(24), Florida Statutes, when requested by the Department, Management shall contract for the design and construction of refurbishments, renovations and additions to the Facilities and other facilities designated by the Department which may not be included in "Facilities" hereunder. Management shall at all times follow procedures and requirement established by the Department for design, construction and reimbursement. All design and construction expenses shall be only as provided in a capital improvements budget to be established in accordance with the budget procedures of the Department.

**11.02 Design:**

Management shall select and contract with architectural, engineering and interior design firms, subject to the approval of the Department. Design services shall include, unless otherwise authorized by the Department, conceptual planning, artists renderings, plans and specifications and bid documents for equipment, furnishings, construction and demolition. Title to all design plans, logos and themes developed hereunder shall vest in the County and the County shall have the right to use same in such manner as it deems appropriate.

**11.03 Award of Construction Contracts:**

Management shall, following approval by the Department and Management of plans and specifications and bid documents, obtain competitive price quotations (bids) from qualified general contractors for construction of the improvements called for by approved plans and specifications and bid documents ("Improvements"). The construction contracts for the Improvements let by Management shall be subject to prior approval by the Department before they are executed by Management. If the bid of the lowest responsible bidder for any work is excessive, in the opinion of the Department, all bids shall be rejected, and new bids with modifications to the plans and specifications, if necessary, will be requested as determined by the Department. Any rebidding shall also comply with the provisions of this Article 11.03.

**11.04 Certain Construction Contract Terms:**

All contracts entered into by Management for the construction of the Improvements shall require completion of the Improvements within a specified time period following the award of the bid and shall contain reasonable and lawful provisions for the payment of actual or liquidated damages and the retention of up to ten percent of construction costs until completion of the

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contracted work. Management 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.

**11.05 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. Management agrees that any contract for construction, alteration or repairing of Facilities, or for the purchase of material to be used, or for work and labor to be performed, shall be in writing and shall contain provision to protect the County from the claims of any laborers, subcontractors or material men against the Facilities or Improvements.

**11.06 Right to Audit:**

The County, through its auditors, internal, external or special, shall have the right to audit the costs of construction of the Improvements, which shall include any Department-approved changes.

**11.07 Imprest Capital Outlay Account:**

At the sole discretion of the County, it may establish, in its name and to its credit, an Imprest Capital Outlay Account to be used exclusively for payment by Management by check of the costs related to the design and construction of Improvements and the acquisition of equipment, pursuant to this Article 11, such payments to be processed in accordance with the procedures described in Exhibit J hereto. The Imprest Capital Outlay Account shall be funded by the County in such amount as shall be necessary to pay the costs of design and construction of Improvements when due. The Department shall designate authorized signatures for the Imprest Capital Outlay Account, including such County, Department, and Management representatives as the Department shall deem appropriate and authorize, in writing, from time to time. Bank statements and cancelled checks pertaining to the Imprest Capital Outlay Account shall be sent directly to the Department, with a microfilm copy of the said documents to be sent by the bank to Management. Costs of design and construction shall be paid by the Department as provided herein, but shall not constitute a Reimbursable Operating Expense as defined in this Agreement. The cost of non-fixed capital operating equipment acquired as a part of the construction of any Improvements shall be paid as provided in this Article 11.07.

**11.08 Contracts Assignable:**

All design and construction contracts entered into by Management shall be assignable by Management to the County or others as designated by the Department, upon the request of the Department. Upon such assignment,

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Management shall be relieved from any further responsibility to the County under such design and construction contracts.

## ARTICLE 12
## No Assignment, Subletting or Sale of Controlling Interest

**12.01 No Assignment:**

Management shall neither assign, transfer, pledge or otherwise encumber this Agreement, nor allow others to use the Facilities, without the prior written consent of the Department.

**12.02 Ownership Structure of Management:**

Management shall take no actions which shall serve to transfer or sell majority ownership, or change the management or control of the business entity of Management without the prior written consent of the Department.

**12.03 Change of Control:**

If Management is a corporation, the issuance or sale, transfer or other disposition of a sufficient number of shares of stock in Management which results in a change of control Management, shall be deemed an assignment of this Agreement for purposes of this Article 12. If Management is a partnership, transfer of any interest in the partnership, which results in a change in control of Management, shall be deemed an assignment of this Agreement for purposes of this Article 12.

**12.04 Authority:**

If Management signs as a corporation, a limited liability company, or a partnership, each of the persons executing this Agreement on behalf Management does hereby covenant and warrant that (i) Management is a duly authorized and existing entity, (ii) Management has and is duly qualified to do business in State of Florida, (iii) Management has full right and authority to enter into this Agreement, and (iv) each and all of the persons signing on behalf of Management are authorized to do so. Upon the Department's request, Management shall provide the Department evidence reasonably satisfactory to the Department confirming the foregoing representations and warranties.

**12.05 Franchising:**

The Facilities may not be branded nor franchised without the specific prior written approval of the Department, which approval may be withheld or denied without stated cause. Before such approval can be considered, the terms, conditions and fees of any franchise agreement shall be subject to advance review and written approval of the Department.

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## ARTICLE 13
## Bonds

**13.01 Performance Bond:**

Within twenty (20) calendar days of the Effective Date of this Agreement, Management shall provide the County with a performance bond which shall be kept in full force and effect during the terms and conditions of this Agreement and, thereafter, until all financial obligations, reports or other requirements of the Agreement thereunder are satisfied, a surety bond or an irrevocable letter of credit, or other form of security acceptable to the Department and so endorsed as to be readily negotiable by the County for the payments required hereunder, in an amount equal to Five Hundred Thousand DOLLARS ($500,000.00), plus any state sales taxes as may be applicable and required by law. Such performance bond shall be kept in full force throughout the term of this Agreement and any Extension Periods. The Department, without prior notice to Management, may draw upon such performance bond, given's failure to perform or breach of this Agreement. The Department may require the Management to increase or decrease the amount of the performance bond during the term of this Agreement or any Extension Periods.

**13.02 Surety Bonds:**

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

| Bond Amount | Best Rating |
|---|---|
| 500,001 to 1,500,000 | B- V |
| 1,500,001 to 2,500,000 | A-VI |
| 2,500,001 to 5,000,000 | A-VII |
| 5,000,000 to 10,000,000 | A-VIII |
| Over 10,000,000 | A-IX |

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

1. Providing evidence that the surety has twice (2x) the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued.

2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code.

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

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

(c) For contracts in excess of $500,000, the provisions of this Sub-Article must be adhered to, plus the company must have listed for at least three (3) consecutive years, or holding a valid Certificate of Authority of at least $1.5 million dollars on a Treasury list.

(d) Surety bonds guaranteed through the Small Business Administration or Contractors Training and Development Inc., will also be acceptable.

(e) The attorney-in fact or other officer who signs a contract company must file with such bond a certified copy of his power of attorney authorizing him to do so. The contract bond must be counter signed by the surety's resident Florida agent.

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, Florida Statutes.

The bonds shall be delivered to the Department upon execution of the contract between the Management and the County.

**13.03 Cancellation of Bonds:**

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

## ARTICLE 14
## Indemnification

Management shall indemnify, defend, and hold harmless the County, including its successors and assigns, and its officers, employees, consultants, sub-consultants, agents, bond trustees, and instrumentalities (collectively the "Indemnitees"), from any and all liability, loss, claim, damage or cost, including attorney's and expert fees and cost of defense, which the County or its officers, employees, consultants, sub-consultants, agents, bond trustees, or instrumentalities may incur in whole or in part (i) out of any injury, loss, theft, damage or cost to any person or property while on or about the Facilities, or out of any condition on the Facilities, or out of any breach of any Agreement covenant, warranty or representation by Management or persons acting under Management or from any act or omission anywhere by Management or persons acting under Management, or (ii) as a result

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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 Management or its employees, agents, servants, partners, principals, contractors, vendors or suppliers, except to the extent caused directly by the negligent act or willful misconduct of County. Management 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 and expert's fees which may issued thereon. This provision shall survive termination of this Agreement.

## ARTICLE 15
## Insurance

**15.01 Insurance Required:**

Within twenty (20) calendar days of the Effective Date of this Agreement, Management shall obtain all insurance required under this Article and submit it for approval to:

Miami-Dade Aviation Department
c/o Risk Management
P.O. Box 025504
Miami, Florida 33102-5504.

All insurance shall be maintained throughout the term of the Agreement and any Extensions thereof.

The limits for each type of insurance may be revised upon MDAD Risk Management's review and approval of the Management'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. Also note that the Department will not accept self-insurance.

Certificate(s) of insurance from Management must show coverage has been obtained that meets the requirements as outlined below during the provision of Services at the Facilities:

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

B. Commercial General Liability Insurance on a comprehensive basis including Contractual Liability, Board 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.

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

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this agreement in an amount not less than $500,000* per occurrence for bodily injury and property damage combined.

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

**15.02 Certificates of Insurance:**

Management shall furnish certificates of insurance to the County prior to commencing any operations under this Agreement, which certificates shall clearly indicate:

a) the Management has obtained insurance in the type, amount and classifications as required for strict compliance with this Sub-Article;

b) the County is named as an additional insured; and

c) no material change or cancellation of said insurance shall be effective without thirty (30) days prior written notice to the County. The County reserves the right to require Management to provide such reasonably amended insurance coverage as it deems necessary or desirable upon issuance of notice in writing to Management.

**15.03 Certificates of Renewal:**

Management shall furnish certificates evidencing renewal or replacement of required insurance coverage, thirty (30) days prior to expiration or cancellation. The Department reserves the right to reasonably amend the insurance requirements or to assume direct responsibility for carrying all or any of the required insurance coverage by the issuance of notice in writing to Management. In the event the Department exercises its right to assume direct responsibility for any of the required insurance coverage, Management shall be named as an additional insured, where applicable provided the Department does not self-insure. Compliance with the foregoing requirements shall not relieve Management of its liability and obligation under any other portion of this Agreement.

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**15.04 Certificates of Continuity:**

Management shall be responsible for assuring that the insurance certificates required in conjunction with Article 15, "Insurance" remain in force for the duration of the Agreement, including any and all Extensions, if applicable. If insurance certificates are scheduled to expire during the Agreement period, Management, shall be responsible for submitting new or renewed insurance certificates to the MDAD Risk Management Office at a minimum of thirty (30) calendar days before such expiration.

**15.05 Insurance Company Rating Requirements**

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

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

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.

**15.06 Cancellation of Insurance:**

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

**15.07 Other Insurance Indemnification:**

Management represents and warrants that any insurance protection required by this Agreement or otherwise provided by its contractors and subcontractors shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, consultants, agents and instrumentalities as herein provided.

**15.08 Management Liable:**

Compliance with the requirements of this Article 15 "Insurance" shall not relieve Management from its liability under any other portion of this Agreement.

**15.09 Right to Examine:**

The Department reserves the right, and upon reasonable notice, to examine the original policies of insurance (including, but not limited to binders, amendments,

exclusions, riders and applications) to determine the true extent of coverage. Management agrees to permit such inspection at the offices of the Department. In addition, upon request (but no later than five (5) days from the date of request, unless such longer period is agreed to by the Department) Management agrees to provide copies to the Department, at Management's sole cost and expense.

**15.10 Personal Property:**

Any personal property of Management, or of others, placed in the Facilities shall be at the sole risk of Management or the owners thereof, and the Management shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage.

**15.11 Survival of Provisions:**

The provisions of this Article 15, "Insurance" shall survive the expiration or earlier termination of this Agreement.

## ARTICLE 16
## Trademarks and Licenses

The County may, from time to time, permit Management to utilize certain patents, copyrights, trademarks, trade names, logos, computer software and other intellectual property owned by the County in the Performance of this Agreement, which patents, copyrights, trademarks, trade names, logs 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 Management and the Department, on behalf of the County, granting Management 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. The County may likewise license from Management the use of certain trademarks which Management has previously created, without a requirement for the payment of any additional fees or compensation to Management for such license. Failure of the parties to execute a formal license agreement shall not vest neither title nor interest in such patent, copyright, trademark, trade name, logo, computer software or intellectual property shall vest in the using party.

## ARTICLE 17
## Force Majeure

Strictly in relation to the obligations of each party to the other under this Agreement and not for any other purpose or for any benefit of a third party, each party shall be excused from the timely performance of their respective obligations or undertakings provided in this Agreement, if the performance of such obligations or undertakings is prevented or delayed, retarded or hindered by: (i) strikes, lockouts, boycotts, actions of labor unions, labor disputes, labor disruptions, acts of God, work stoppages or slowdowns, civil

commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, provided however, this clause (i) does not apply to such actions related to employees, temporaries, contractors, subcontractors or suppliers of Management; or (ii) embargo's, general shortages of labor, equipment, facilities, materials or supplies in the open market, acts of God, acts of a public enemy, acts of governmental authority, including, without limitation, the Federal Aviation Administration ("FAA"), Department of Transportation ("DOT"), Transportation Security Administration ("TSA"), Environmental Protection Agency ("EPA"), civil and defense authorities, war (declared or undeclared), invasion, insurrection, terrorism, riots, rebellion or sabotage.

## ARTICLE 18
## Default and Termination by the County

**18.01 Events of Default:**

A default shall mean a breach of this Agreement by Management (an "Event of Default"). Without limitation, a default shall include, but shall not be limited to, those defaults defined in Sub-Article 18.02, Sub-Article 18.03, and Sub-Article 18.04, an Event of Default, and may also include one (1) or more of the following occurrences:

(a) Management has violated the terms and conditions of this Nonexclusive Agreement;

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

(c) Management has failed to obtain the approval of the County where required by this Agreement;

(d) Management has failed to provide reports, records, book of accounts, summaries, or audits as required by this Agreement;

(e) Management has failed to perform any covenant of this Agreement;

(f) Management has failed to provide adequate assurances as required under Sub-Article 18.04;

(g) Management has failed to comply with any provision of Article 18;

(h) Management has failed in a representation or warranty stated herein; or

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

The specification of the preceding as instances of default shall not be deemed to be an exhaustive list of all potential events of default under this Agreement, and

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the specification of the preceding shall not be interpreted as excluding by implication any other potential event of default.

**18.02 Other Defaults:**

The County shall have the right, upon thirty (30) calendar days written notice to Management to terminate this Agreement upon the occurrence of any one (1) or more of the following unless the same shall have been corrected within such period:

(A) Failure of Management to comply with covenants of this Agreement other than those that constitute default pursuant to Sub-Article 18.02.

(B) The conduct of any business, the performance of any service, or the merchandising of any product or service not specifically authorized herein.

(C) The entering by Management into any agreement, understanding, arrangement, or contract, whether written or oral, for the referral of customers or potential customers to off-Airport facilities.

(D) The occurrence of any illegal act within the Facilities of which Management: (i) had prior knowledge, or could reasonably have been expected to have prior knowledge of; (ii) failed to correct; and (iii) failed to notify the Department and responsible authority(ies).

**18.03 Habitual Default:**

Notwithstanding the foregoing, in the event that Management has frequently, regularly or repetitively defaulted in the performance of or breach any of the terms, covenants and conditions required herein, to be kept and performed by Management, on five (5) occasions regardless of whether Management has cured each individual condition of breach or default as provided for in Sub-Article 18.01 and Sub-Article 18.02 above, Management shall be determined by the Director to be an "habitual violator". At the time that such determination is made the Department shall issue to Management a written notice, advising of such determination and citing the circumstances thereof. Such notice shall also advise Management that there shall be no further notice or grace periods to correct any subsequent breach(s) or default(s) and that any subsequent breach or default, of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and collectively shall constitute a condition of non-curable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, the County may terminate this Agreement upon the giving of written notice of termination to Management, 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 Management shall have no further rights hereunder. Immediately upon receipt of said termination,

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Management shall discontinue its operations at the Airport and proceed to remove all its personal property.

**18.04 Notice of Default and Opportunity to Cure:**

If an Event of Default occurs, the Department shall notify Management (the "Default Notice"), specifying the basis for such default, and advising Management that such default must be cured immediately or this Agreement with the County may be terminated. Management can cure and rectify the default, to the Department's reasonable satisfaction, within thirty (30) days of actual notice of the Default Notice (the "Cure Period") or such other timeframe as delineated in the Agreement. The Department may extend the Cure Period and grant an additional period of such duration as the Department shall deem appropriate without waiver of any of the County's rights hereunder. The Default Notice shall specify the date by when Management shall discontinue the services under the initial term period (the "Termination Date").

**18.05 Adequate Assurances:**

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

(A) treat such failure as a repudiation of this Agreement; and

(B) 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

(C) thereof either by itself or through others.

**18.06 Termination for Organizational Conflict of Interest:**

The County may terminate this Agreement, effective immediately if Management (including, but not limited to affiliates, subsidiaries, and parent companies) operates, maintains, or manages other hotels on airport property during the term of this Agreement or any Extension Period without liability to the other party.

**18.07 Termination For Abandonment:**

Except as allowed pursuant to Article 18, this Agreement shall be automatically terminated in its entirety upon the abandonment by Management of the Facilities or the voluntary discontinuance of operations at the Airport for any period of time exceeding twenty four (24) hours, unless such abandonment or discontinuance has been caused by civil disturbance, governmental order, or Act of God that prevents

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Management's use of the Facilities for the purposes authorized in Article 2. Such termination shall be considered Termination for Cause, and shall entitle the County to all remedies specified in Sub-article 18.08 herein.

**18.08 Termination For Cause:**

The County may terminate this Agreement, effective immediately if: (i) Management fails to cure an Event of Default during the Cure Period; (ii) an individual, firm, corporation, joint venture, or other entity attempts to meet its contractual obligation(s) with the County through fraud, misrepresentation or material misstatement; or (iii) a principal of Management is convicted of a felony during the term of this Agreement or any Extension Period; or (iv) if Management 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 County may, as a further sanction, terminate or cancel any other agreement(s)/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 or cancellation, 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 debarment procedures. The Management may be subject to debarment for failure to perform, and all other reasons set forth in § 10-38 of the Code.

**18.09 Termination Without Cause:**

Any time during the initial term of this Agreement or exercised extension thereof, Management upon one hundred-eighty (180) days advance written notice to the Department, and the Department upon thirty (30) days written notice to Management, may terminate this Agreement without stated cause or liability to the other party. In the event of a termination under this section, the County shall reimburse Management for all costs and fees to the extent otherwise compensable under this Agreement, incurred through the date of termination, consistent with Sub-article 18.10 of this Agreement, but shall not reimburse Management for any prospective lost profits, loss of opportunity, or any other costs.

**18.10 Actions at Termination:**

Management shall, upon receipt of such Termination Notice, and as directed by the Department:

(a) stop all work on the Termination Date specified in the Termination Notice;

(b) take such action as may be necessary for the protection and preservation of the Facilities and other County materials and property;

(c) cancel orders, provided however, that the County shall reimburse Management for all costs and expenses of such cancellation, provided that Management has, within five (5) business days, advised MDAD in writing that there may be cancellation costs, and to the extent known, an estimate of amount of these costs;

(d) assign to the County and deliver to any location designated by the County any noncancelable orders not incorporated in the work, provided however, that Management will be compensated for such deliverables that have been specifically developed for the sole purpose of this Agreement;

(e) vacate, quit and surrender, and account for the Facilities, support space, all furnishings, fixtures, equipment, software, vehicles, records, funds, inventories, commodities, supplies and other property of the County, on or before the Termination Date, with such items to be in as good order and condition as they were upon the Term of this Agreement or date of subsequent acquisition, reasonable and normal wear and tear excepted; and

(f) remove all of its personal property from the Facilities, support space, on or before the Termination Date. Any personal property of Management not removed in accordance with this Sub-Article may be removed by the Department for storage at the cost of Management. Failure on the part of Management to reclaim its personal property within thirty (30) days from the Termination Date shall constitute a gratuitous transfer of title thereof to the County for whatever use and disposition is deemed to be in the best interests of the County.

**NOTE: Any compensation paid pursuant to this Sub-Article is subject to an audit.**

**18.11 Remedies For County:**

Upon the termination of the Agreement based upon this Article 18, Management shall make a payment on the Termination Date, to the Department of the amount(s) equal to any monies due the Department under the Agreement. This payment is independent of and in addition to any payments, fees, and remedies available to the County under applicable law or this Agreement. Management shall indemnify and reimburse the Department within forty-five (45) days after the date of such termination, an amount equal to Department's costs for any damages to the Facilities, for failure to perform, or any other breach of the Agreement by Management. In the event the County exercises its termination right as provided hereunder, the County shall not be subject to any liability and shall have no further obligations under this Nonexclusive Agreement.

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Management shall also be liable to such other relief as the County may be entitled.

**18.12 Holdover Tenant:**

If Management (or anyone claiming through Management) shall remain in possession of the Facilities or any part thereof after the termination of this Nonexclusive Agreement, without a written agreement executed by the County, then without limiting the County'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, and Management shall thereafter pay on account of its holdover use and occupancy of the Facilities a sum, at a rate equal to two times (2x) the amount payable monthly as Management Fee (the "Holdover Charges"). The Holdover Charges shall be payable weekly in advance. Notwithstanding the above, Management shall remain liable to the County for all damages resulting from such breach, with the amount of any Holdover Charges accepted by the County on account of the holdover considered as mitigation of such damages. The covenant in this Sub-Article shall survive the Term and any exercised extensions.

## ARTICLE 19
## Termination by Management

**19.01 Termination by Management:**

Management shall have the right, upon thirty (30) calendar days written notice to the Department to terminate this Agreement (note: The Department must acknowledge receipt of the notice), without liability to the County, at any time after the occurrence of one (1) 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 remaining in force of said injunction for a period of more than one hundred eighty (180) calendar 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 County to remedy such breach for a period of three hundred sixty five (365) calendar days after receipt of written notice from Management 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 premises or any substantial part, or parts thereof, in such a manner as substantially to restrict the Management's operations for a period of one hundred eighty (180) calendar days.

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(d) Suspension of all scheduled passenger flight operations, whether such suspension is due to governmental action, an act of God, the public enemy, or other circumstances for a period of one hundred eighty (180) calendar days.

(e) If the Facilities are rendered unfit for the use and purpose for which this Agreement is granted, without fault on the part of Management, its employees, agents, contractors, subcontractors, vendors, or suppliers for a period of ninety (90) days.

## ARTICLE 20

## Equal Employment Opportunity, Nondiscrimination and Affirmative Action Programs

**20.01 Equal Employment Opportunity:**

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

Management agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this Equal Employment Opportunity clause. Management shall comply with all applicable provisions of the Civil Rights Act of 1964, Executive Order 11246 issued September 24, 1965, as amended by Executive Order 113155, revised order No. 4 issued December 1, 1951, as amended, and the Americans with Disabilities Act. The Age Discrimination in Employment Act effective June 12, 1968, Executive Order 13166 issued August 11, 2000, Improving Access to Services for persons with Limited English Proficient (LEP), the rules, regulations and relevant orders of the Secretary of Labor, Florida Statues §112.041, §112.042, §112.043 and the Miami-Dade County Code Sections 11A1 through 13A1, Articles 3 and 4.

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

**20.02 Nondiscriminatory Access to Premises:**

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

**20.03 Breach of Nondiscrimination Covenants:**

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

**20.04 Nondiscrimination:**

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

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**20.05 Disability Non-discrimination Affidavit:**

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

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

**20.06 Affirmative Action/Nondiscrimination of Employment Promotion and Procurement Practices:**

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

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

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

## ARTICLE 21
## Damage or Destruction to Facilities

If the Facilities or a substantial portion thereof are rendered, unfit, or unusable for the use and purpose for which this Agreement is granted, without fault on the part of Management, its employees, agents, or independent contractors, either party shall have the option, without liability to the other party, upon five days' notice in writing, to terminate this Agreement.

## ARTICLE 22
## Rules, Regulations, and Permits

**22.01 Rules and Regulations**

Management shall comply with: (i) the ordinances of the County including the rules and regulations of the Department; (ii) Chapter 25 of the Code; (iii) operational directives issued hereunder; (iv) all additional laws, statutes, ordinances, regulations and rules of the federal, state and local governments, and any and all plans and programs developed in compliance therewith; (v) any County administrative orders and resolutions of the Board of County Commissioners which may be applicable to its operations or activities under this Agreement; (vi) federal air and safety laws and regulations; and (vii) federal, state, and County environmental, hazardous wastes and materials, and natural resources laws and regulations. Management shall comply with the requirements of Resolution No. R-148-07, Labor Peace; and this Agreement itself is subject to the Independent Private Sector Inspector General Review provisions of Administrative Order 3-20, as such Administrative order may be amended from time to time.

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**22.02 Violations of Rules and Regulations:**

Management represents and agrees to pay, on behalf of the County, any penalty assessment or fine issued against the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the federal, state or local governments based in whole or substantial part upon a claim or allegation that Management, its agents, employees, contractors, subcontractors, suppliers, or invitees, have violated any law, ordinance, regulation or rule described in Sub-Article 19.01 or any plan or program developed in compliance therewith. Any such penalty, assessment, or fine shall not be a Reimbursable Expense. Management further represents that the substance of Sub-Article 19.02 and Sub-Article 19.01 shall be included in every contract and other agreements, which Management may enter into related to its operations and activities under this Agreement and that any such contract and other agreement shall specifically provide that "Miami-Dade County, Florida is a third party beneficiary, of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subletting or subleasing.

**22.03 Permits and Licenses:**

Management covenants, represents, and warrants that it shall be strictly liable and responsible to obtain, pay for, maintain current, fully comply with, and make available to the Department upon request, all permits, licenses, and governmental authorizations and approvals, however designated and as may be required by any federal, state, or County governmental entity or judicial body having jurisdiction over Management or its operations and activities, for any activity of Management on the Facilities and for any actions of Management at the Airport, including ensuring that all legal requirements, permits, and licenses necessary for or resulting, directly or indirectly, from Management's operations and activities on the Facilities and Airport have been obtained and are in compliance. The cost for Permits and License are reimbursable by the Department as set forth in Exhibit G.

## ARTICLE 23
## Civil Actions

**23.01 Governing Law-Venue:**

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any action or claim arising from this Agreement shall be in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court in and for the Southern District of Florida.

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**23.02 Registered Office/Agent Jurisdiction:**

Management, 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 Management is a natural person, both Management and his or her personal representative(s) hereby submit themselves to the jurisdiction of the courts of the State of Florida for any cause of action based in whole or in part on the alleged breach of this Agreement.

## ARTICLE 24
## Actions at Termination

**24.01 Surrender of Facilities:**

On or before the termination date of this Agreement and any exercised extensions, whether by lapse of time or otherwise, in accordance with the provisions contained herein, Management shall vacate, quit and surrender and shall account for the Facilities, all furnishings, fixtures, equipment, vehicles, records, funds, inventories, commodities, supplies and other property of the County in as good order and condition as they were upon the Effective date of this Agreement or date of subsequent acquisition, reasonable and normal wear and tear expected.

**24.02 Amounts Due and Payable:**

Upon termination of this Agreement and any exercised extensions, all amounts due and owing between the parties shall become immediately due and payable and any outstanding orders or contracts for goods and services, which cannot be cancelled, shall be assigned by Management to the County or such other party as the Department shall designate.

**24.03 Removal of Personal Property:**

On or before the termination date of this Agreement and any exercised extensions, except in instances of termination pursuant to Article 19.01 hereof, in which event Management shall be allowed up to five calendar days, Management shall remove all of its personal property from the Facilities. Any personal property of Management not removed in accordance with this Article may be removed by the Department for storage at the cost of Management. Failure on the part of Management to reclaim its personal property within thirty days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever use and disposition is deemed to be the best interests of the County.

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## ARTICLE 25
## Other Provisions

**25.01 Payment of Taxes:**

Management shall pay any taxes lawfully assessed against Management arising out of its operations hereunder; provided, however, that Management 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 a default, pursuant to Article 18.

**25.02 No Possessory Interests:**

No clause, phrase, sentence, paragraph or article of this Agreement shall vest any possessory or leasehold interest in any real property, the Facilities, the Improvements or the personal property of the County described herein in Management nor shall such be construed as creating any landlord and tenant or partnership or joint venture relationship between the County and Management.

**25.03 Rights to be Exercised by Department:**

Wherever in this Agreement rights are reserved to the County, such rights may be exercised by the Department.

**25.04 Administrative Modifications:**

It is understood and agreed that the Department, upon written notice to Management, shall have the right to modify administratively and to revise the budget, revenue processing, reimbursement, replenishment and payment procedures, contained in Articles 3, 4 and 5, other technical requirements hereof, and the exhibits hereto; provided, however, such revisions shall not have a materially adverse effect on the right of Management to be reimbursed for costs and expenses incurred on a timely basis or to receive reasonable compensation for its services hereunder or on the security of the funds and assets of the County.

**25.05 Approvals:**

Wherever in this Agreement approval by the County or Department is required, the County or the Department may approve or disapprove same without providing a stated cause for such action.

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**25.06 Security:**

Subject to recommendation from Management as to reasonable and prudent security measures needed and approved by the Department, Management shall be responsible for the security and protection of the Facilities, and the equipment, furnishings, commodities and supplies provided herein.

**25.07 Rights of County at Airport:**

The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and facilities at the Airport. The County shall, in the exercise of such right, be free from any and all liability to Management.

**25.08 Federal Subordination:**

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

**25.09 Severability:**

If any provision of this Agreement or the application thereof to either party to this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision, and to this end, the provisions of this Agreement are severable.

**25.10 Authorized Uses Only:**

Notwithstanding anything to the contrary herein, Management shall not use or permit the use of the Facilities or the Airport for any illegal or unauthorized purpose nor for any purpose which would invalidate any insurance policies of the County or any policies of insurance written on behalf of Management under this Agreement.

**25.11 No Waiver:**

There shall be no waiver of the right of the County to demand strict performance of any of the provisions, terms and covenants of this Agreement nor shall there by



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any waiver of any breach, default or non-performance hereof by Management, 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 County to demand strict performance of the provisions, terms and covenants of this Agreement with respect to any subsequent event or occurrence or of any subsequent breach, default or non-performance hereof by Management.

**25.12 Right to Regulate:**

Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate Management or its operations.

**25.13 Entirety of 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 Management hereby affirms the completeness and accuracy of the information submitted by Management to the Department in connection with the award of this Agreement.

**25.14 Inspections:**

The authorized employees and representatives of the County and of any applicable Federal or State agencies having jurisdiction hereof shall have the right of access to the facilities at all reasonable times for the purposes of inspection and audit to determine compliance with the provisions of this Agreement. This right of inspection and audit shall impose no duty on the County to inspect and audit and shall impart no liability upon the County should it not make any such inspections or audits.

**25.15 Headings:**

The headings of the various articles and sections 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.

**25.16 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.

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**25.17 Performance:**

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

**25.18 Required Disclosure Affidavits- Condition of Award- Affirmation of Vendor Affidavits**

Pursuant to Section 2-8.1(d) of the Code of Miami-Dade County, Successful Proposers are required to complete the Uniform Affidavit Packet (Affidavits including Condition of Award Affidavits and Declaration Form), before being awarded a new contract. The Successful Proposer affirms that the Vendor Affidavits Form submitted is current, complete and accurate for each affidavit listed therein. The Appendix E-2 must be filled out by the Successful Proposer prior to award of the Agreement. MDAD's Single Form Execution Affidavit and Declaration Form are contained in the Appendix E-1 package completed by the Proposers and submitted with their Proposals.

**25.19 Notices:**

Any notices given under the provisions of this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested to:

TO THE COUNTY:
Director
Miami-Dade Aviation Department
Post Office Box 025504
Miami, Florida 33102-5504

To Management, in care of the General Manager, or to:

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or to such other respective addresses as the parties may designate to each other in writing from time to time. Notices by registered or certified mail shall be deemed given on the delivery date indicated on the return receipt from the United States Postal Service.

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

BOARD OF COUNTY COMMISSIONERS
OF MIAMI DADE COUNTY, FLORIDA

By:_____
Mayor

Attest: Harvey Ruvin, Clerk

By:_____
Deputy Clerk

(COUNTY SEAL)

**MANAGEMENT**

_____
Name of Company

By:_____ Print Name:_____
President

By:_____ Print Name:_____
Member

By:_____ Print Name:_____
Member

**WITNESSES TO ABOVE SIGNATURE:**

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

(CORPORATE SEAL)

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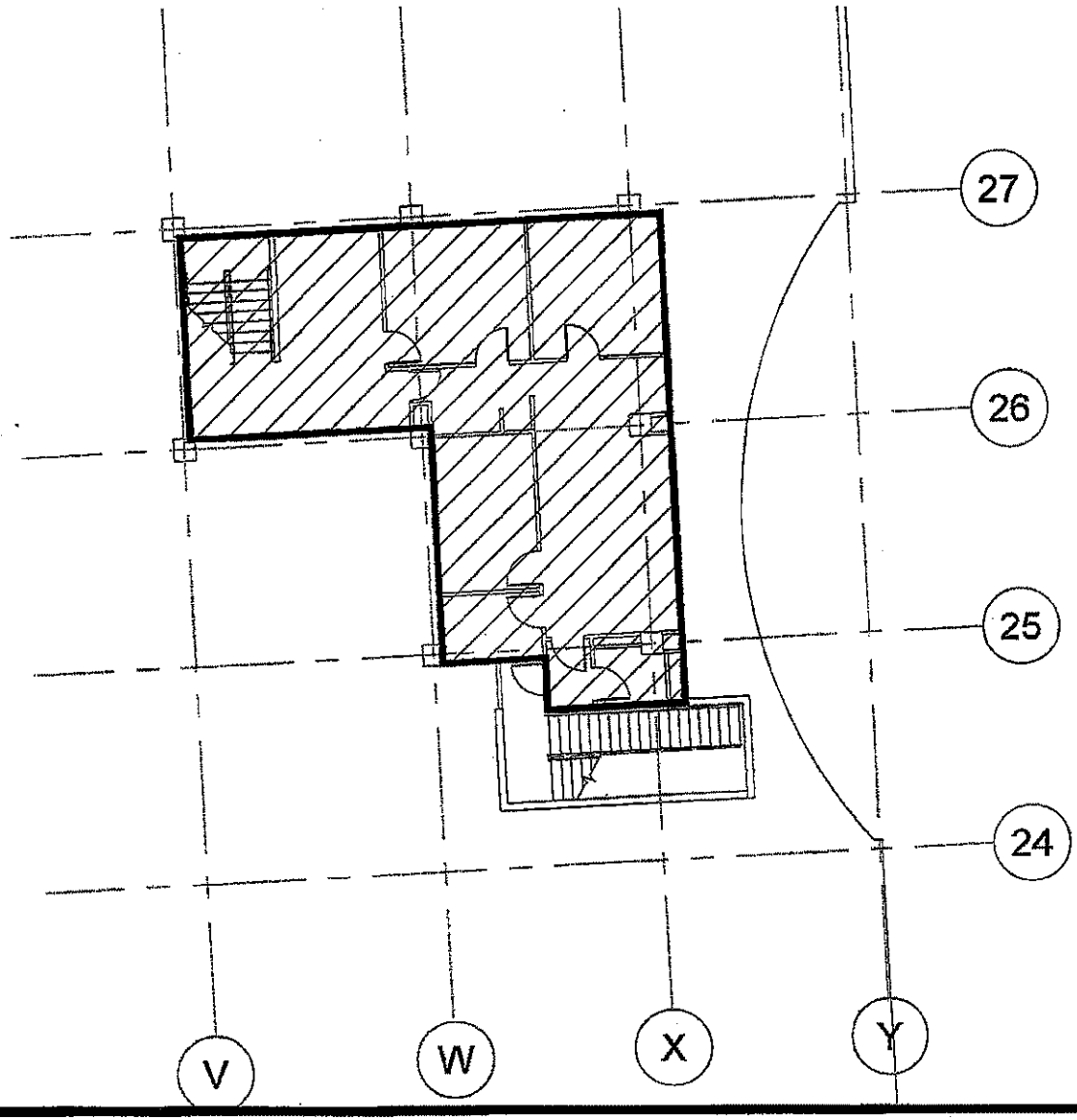
# EXHIBIT A

# FACILITIES

## FACILITIES

| | |
|---|---|
| **Mezzanine Fl**<br>**Offices** | **1,340 S.F.** |
| **Second Fl**<br>• **Reservation Desk**<br>• **Lobby Bar**<br>• **Sushi Bar** | **5,385 S.F.** |
| **Third Fl**<br>**Hotel Rooms** | **19,227 S.F.** |
| **Fourth Fl**<br>**Hotel Rooms** | **21,912 S.F.** |
| **Fifth Fl**<br>**Hotel Rooms** | **21,912 S.F.** |
| **Sixth Fl**<br>**Hotel Rooms** | **21,752 S.F.** |
| **7th Fl**<br>**Hotel Suites** | **12,283 S.F.** |
| **7th Fl**<br>**Restaurant** | **9,807 S.F.** |
| **7th Fl**<br>**Conference Rooms** | **8,417 S.F.** |
| **8th Fl**<br>Under Review/Design Stage – Business Center/Fitness Center, etc. | **23,280 S.F.** |
| **North Terminal D – Auditorium** | **6,413 S.F.** |
| **South Terminal J – Auditorium** | **1,086 S.F.** |

Note: The following exhibits will be provided to the Successful Proposer upon award: Maintenance Shop, housekeeping office, restaurant offices.

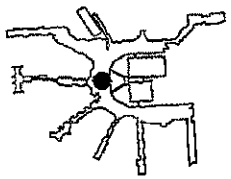



8.2

1,340 S.F.

**HOTEL, RESTAURANT & RELATED FACILITIES**
**Miami International Airport**

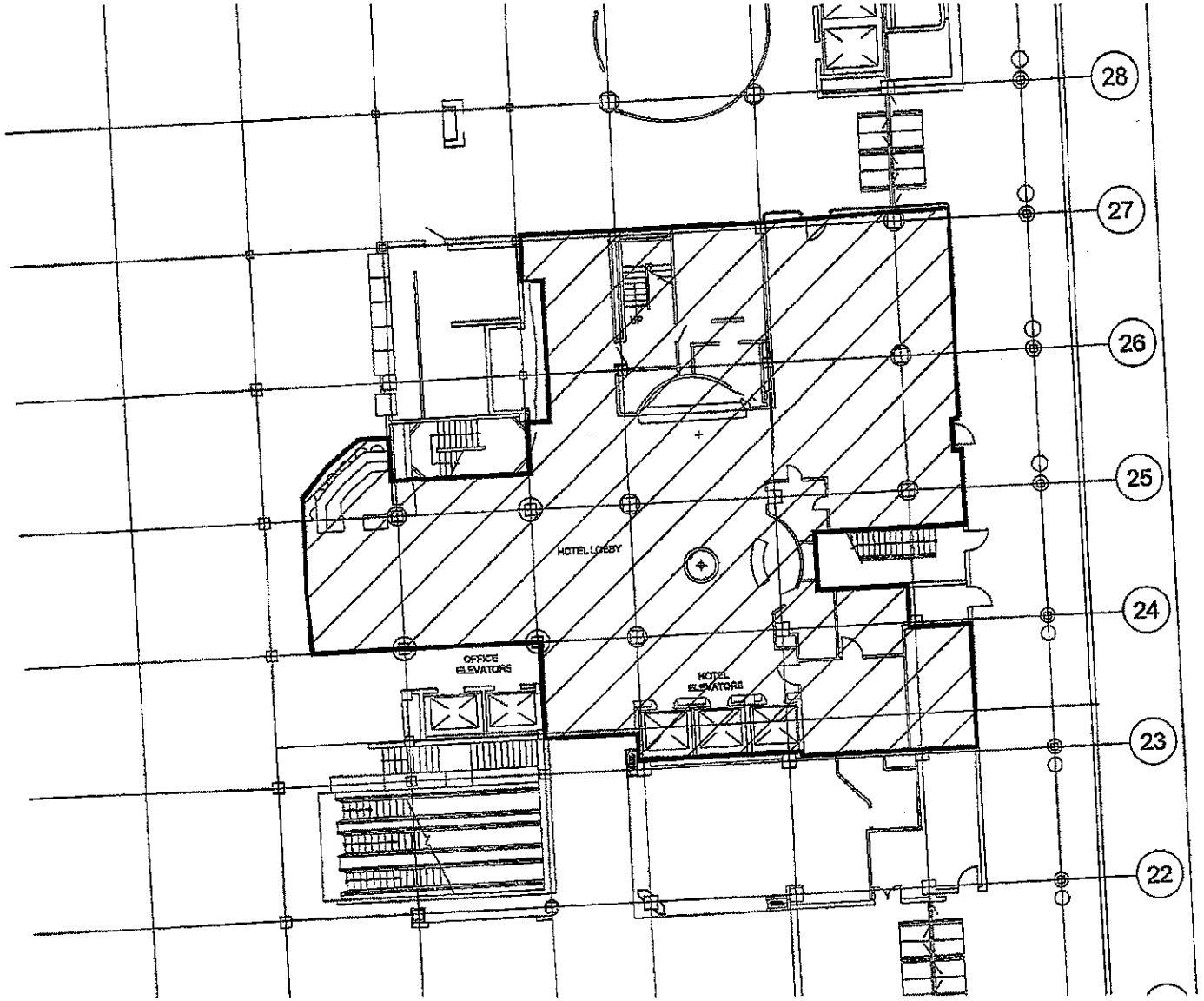
Terminal "E", Mezzanine Floor
April 2011



Key Map

MIA MIAMI-DADE COUNTY
MIAMI INTERNATIONAL AIRPORT
TECHNICAL SUPPORT DIVISION

Project # 60702



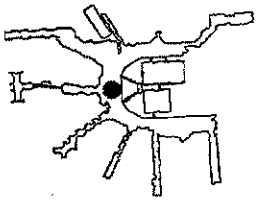
83

5,385 S.F.

**HOTEL, RESTAURANT & RELATED FACILITIES**
**Miami International Airport**

Terminal "E", Second Floor

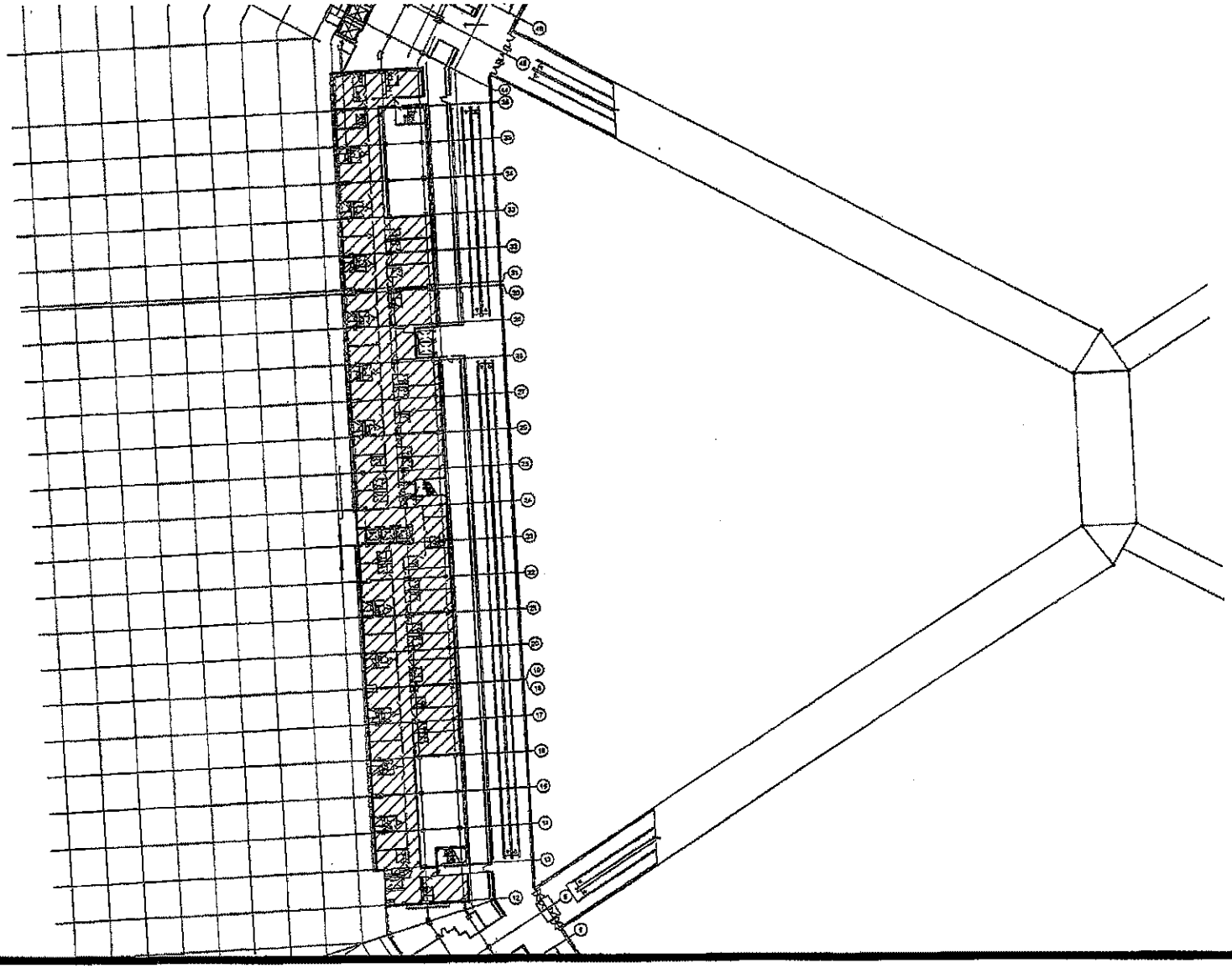
April 2011



Key Map

MIA MIAMI-DADE COUNTY
TECHNICAL SUPPORT DIVISION

Project # 60702

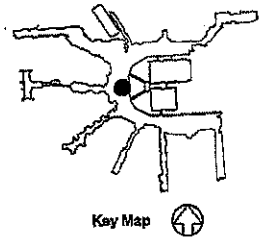


19,227 S.F.

**HOTEL, RESTAURANT & RELATED FACILITIES**
**Miami International Airport**

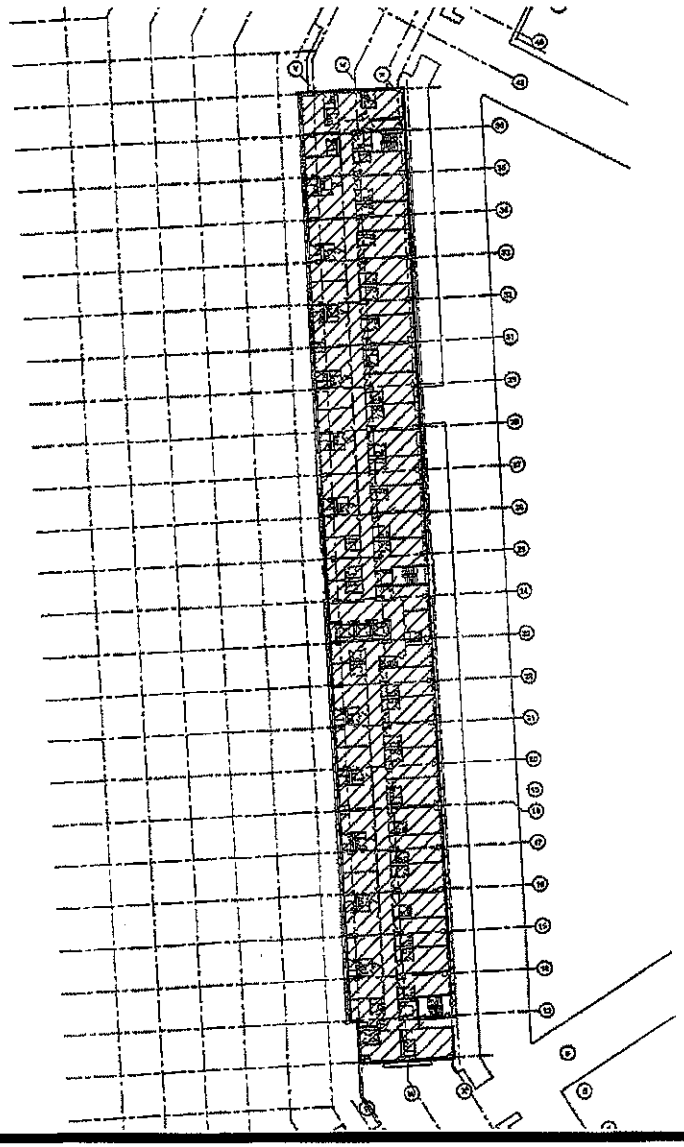
Terminal "E", Third Floor

April 2011




MIA MIAMI-DADE COUNTY
MIAMI INTERNATIONAL AIRPORT
TECHNICAL SUPPORT DIVISION

Project # 60702

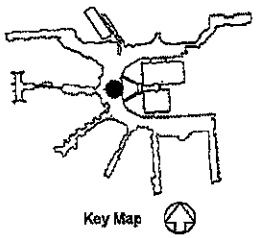


21,912 S.F.

**HOTEL, RESTAURANT & RELATED FACILITIES**
**Miami International Airport**

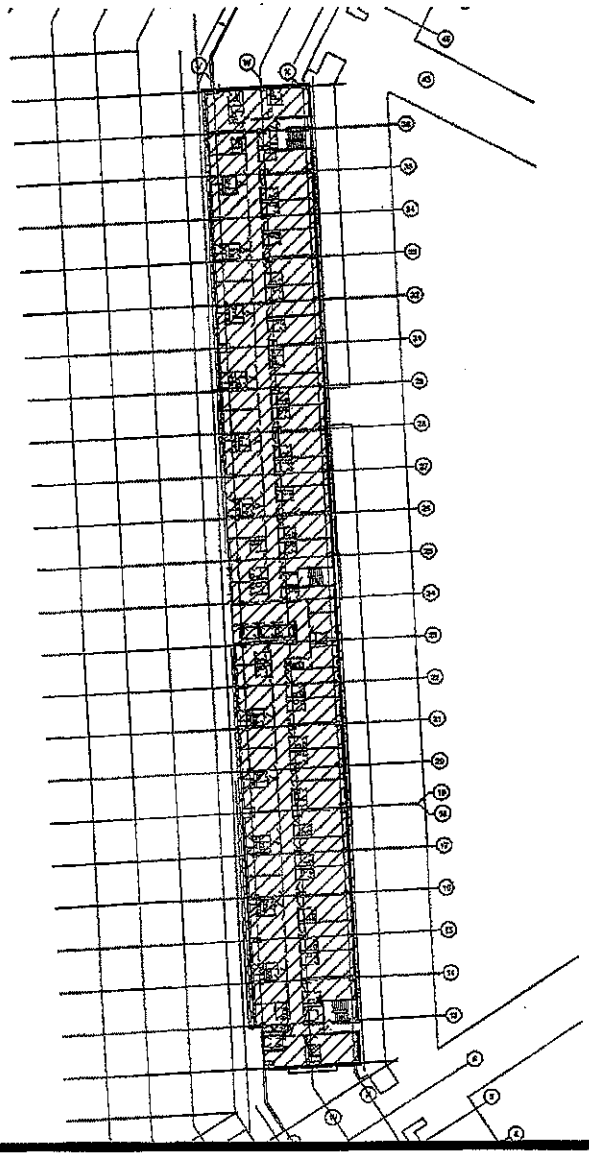
Terminal "E", Fourth Floor

April 2011




MIAMI-DADE COUNTY
MIAMI INTERNATIONAL AIRPORT
TECHNICAL SUPPORT DIVISION

Project # 60702

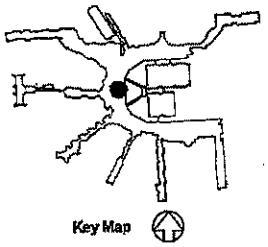


21,912 S.F.

**HOTEL, RESTAURANT & RELATED FACILITIES**
**Miami International Airport**

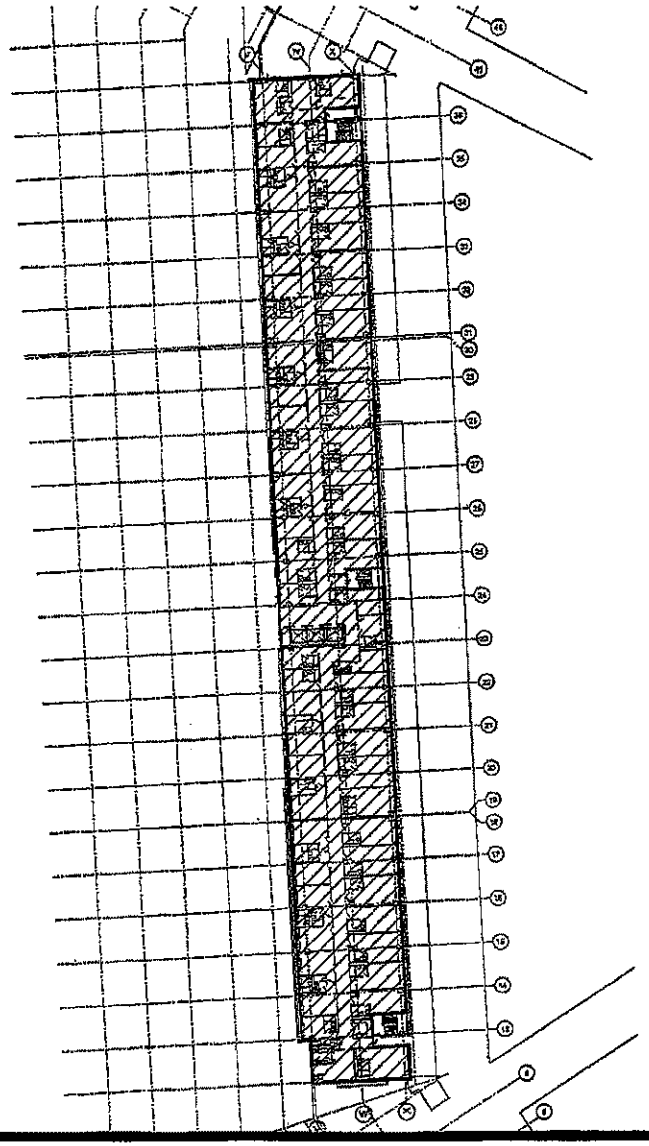
Terminal "E", Fifth Floor

April 2011




MIA MIAMI-DADE COUNTY
TECHNICAL SUPPORT DIVISION

Project # 60702



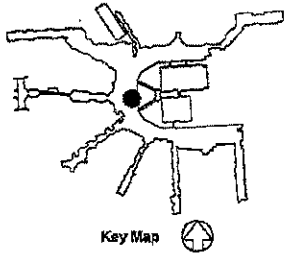
21,752 S.F.

**HOTEL, RESTAURANT & RELATED FACILITIES**
**Miami International Airport**

Terminal "E", Sixth Floor

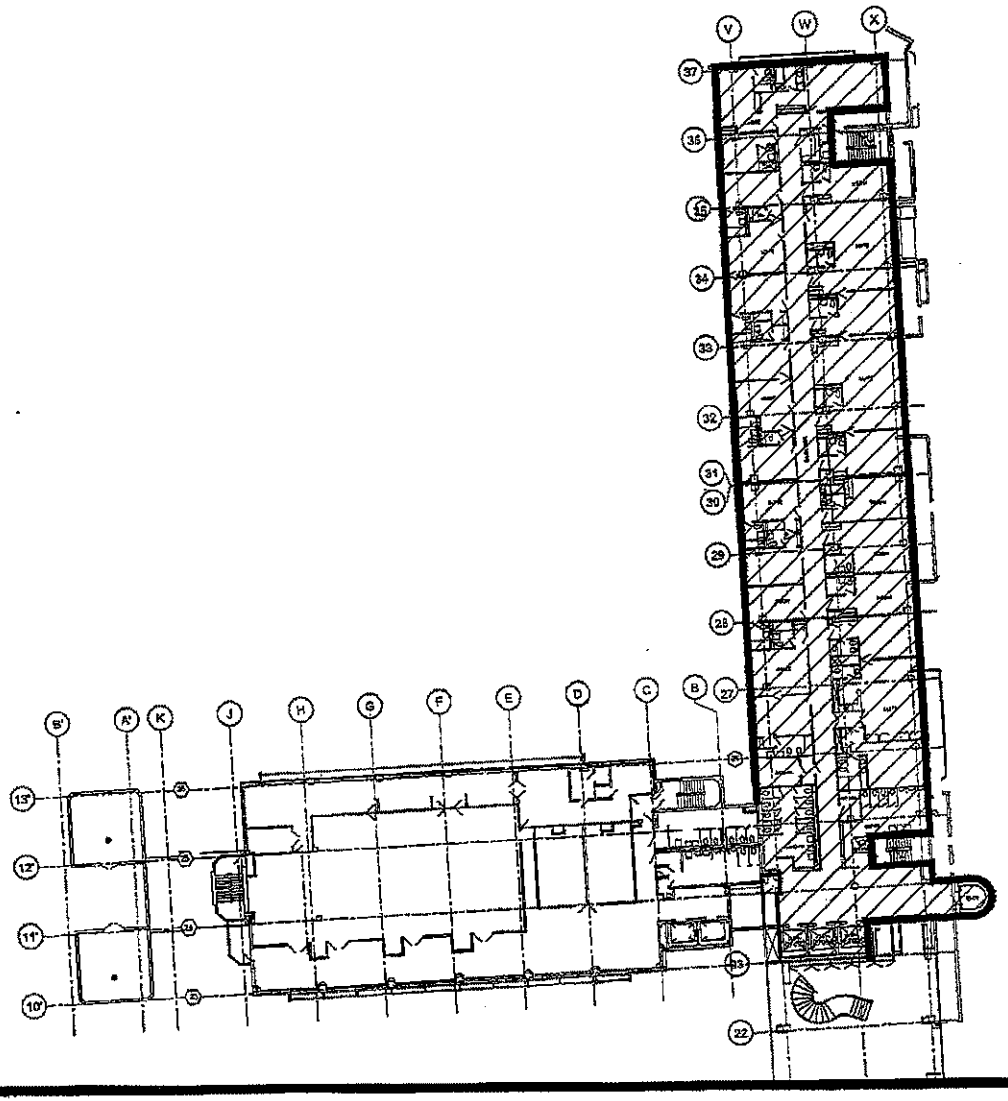
April 2011

Project # 60702




MIA MIAMI-DADE COUNTY
TECHNICAL SUPPORT DIVISION

28

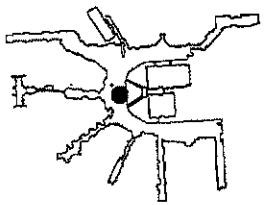


12,283 S.F.

**HOTEL, RESTAURANT & RELATED FACILITIES**
**Miami International Airport**

Terminal "E", Seventh Floor

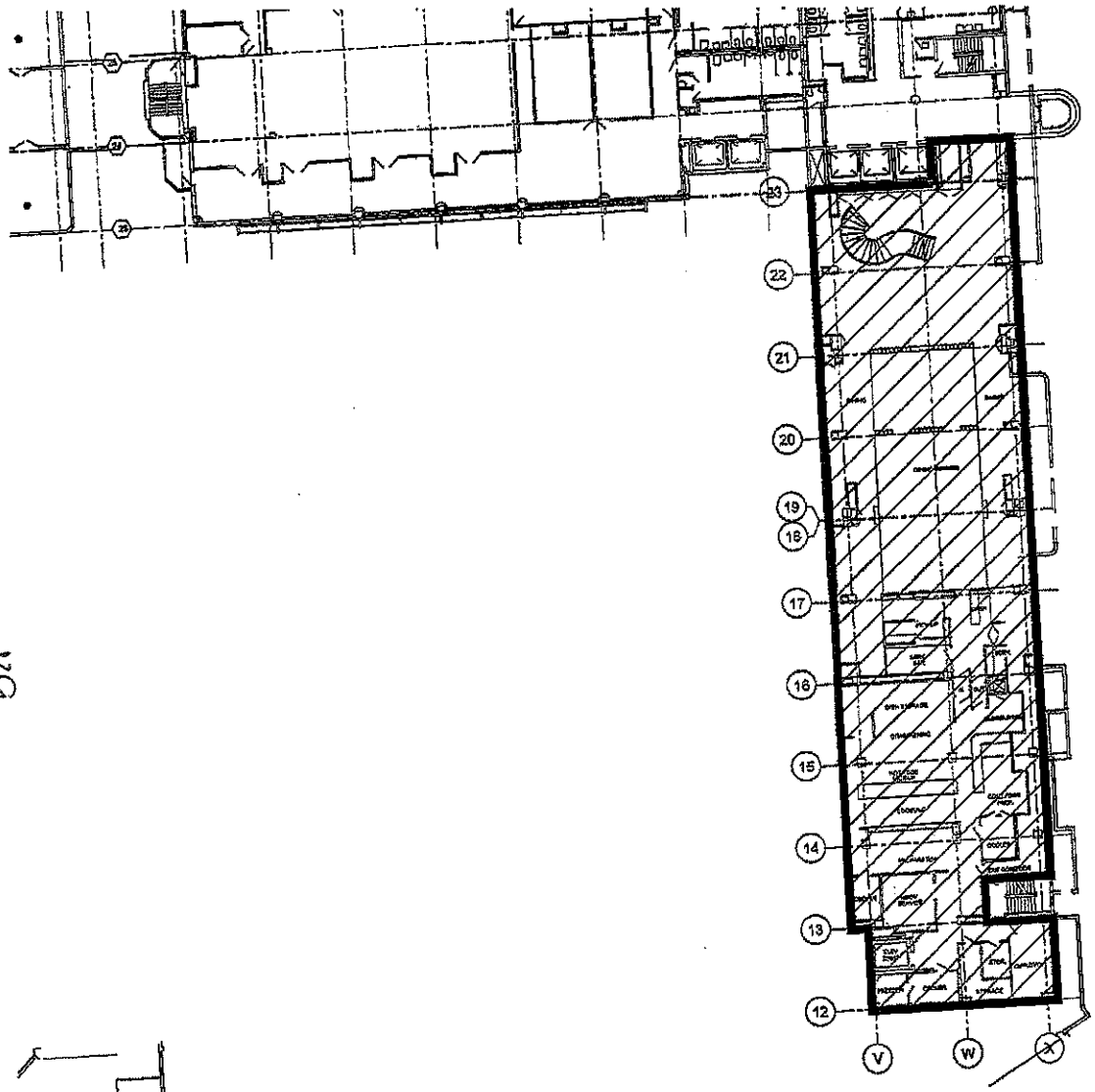
April 2011



Key Map

MIA MIAMI-DADE COUNTY
TECHNICAL SUPPORT DIVISION

Project # 60702 - E7200

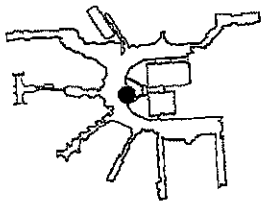



9,807 S.F.

**HOTEL, RESTAURANT & RELATED FACILITIES**
**Miami International Airport**

**MIAMI DADE AVIATION DEPARTMENT**
Terminal "E", Seventh Floor

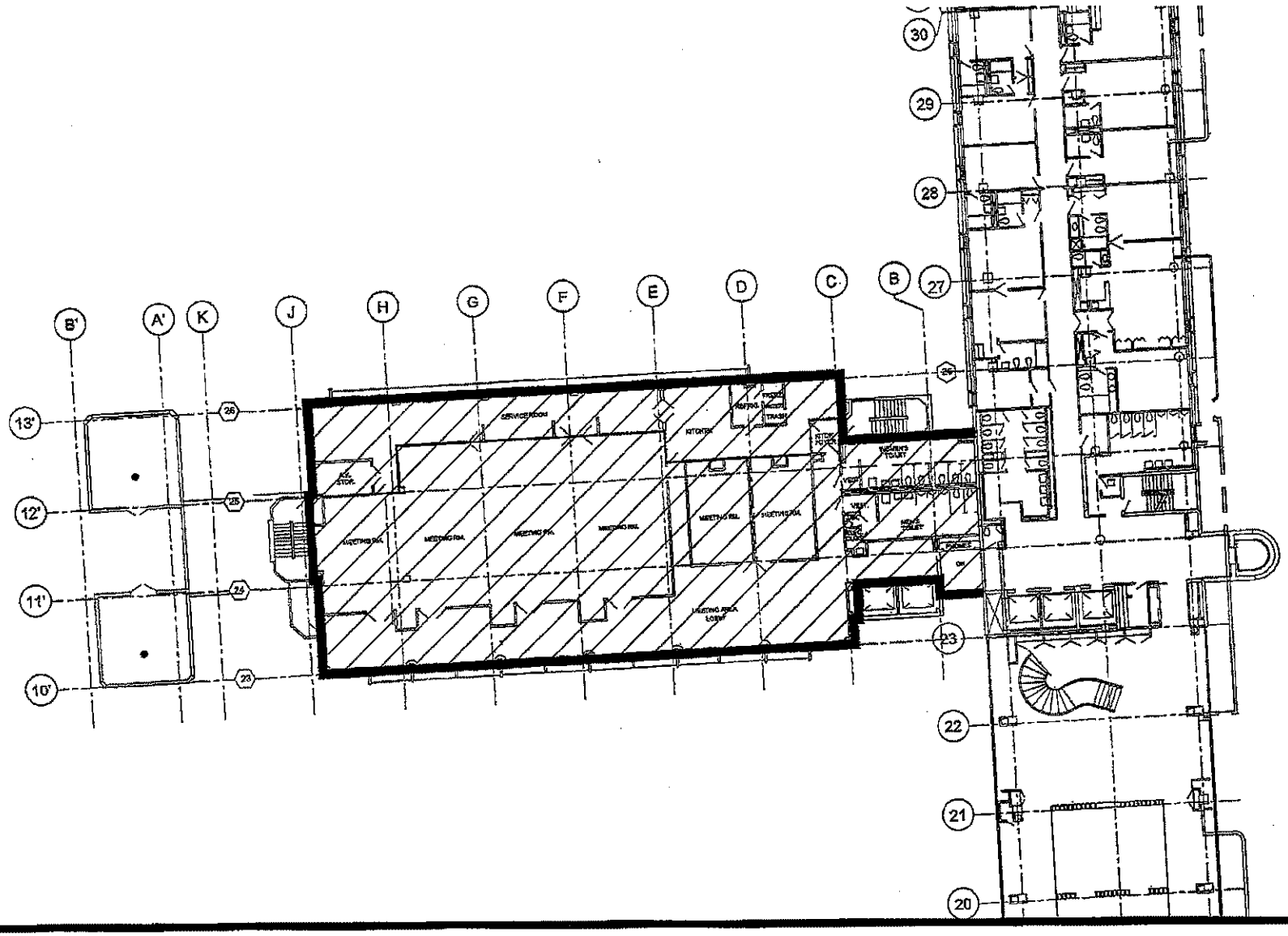
April 2011



Key Map

MIA MIAMI-DADE COUNTY
TECHNICAL SUPPORT DIVISION

Project # 60702 - E7014

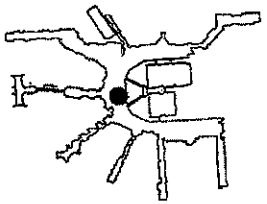



8,417 S.F.

**HOTEL, RESTAURANT & RELATED FACILITIES**
**Miami International Airport**

**MIAMI DADE AVIATION DEPARTMENT**
Terminal "E", Seventh Floor

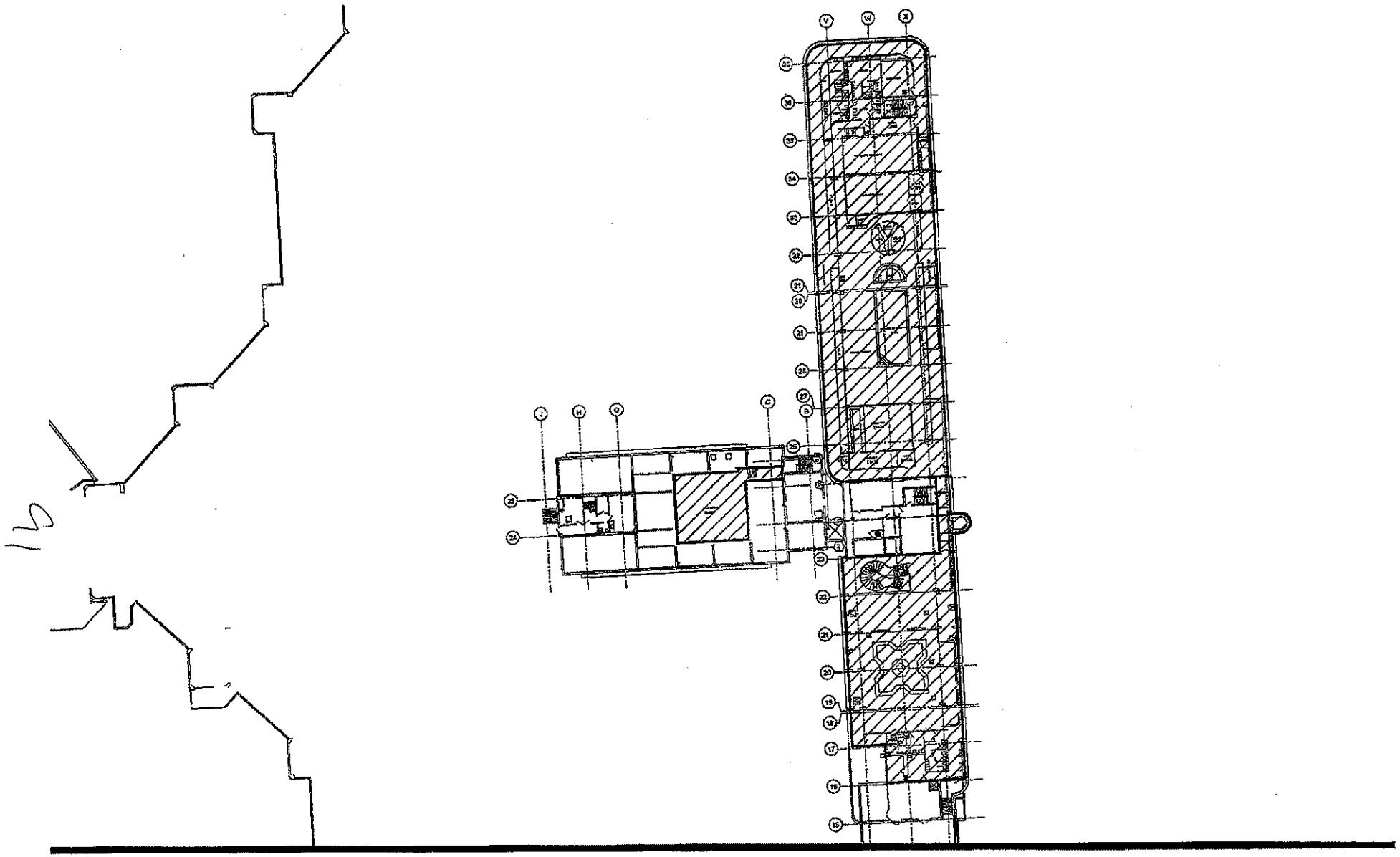
April 2011



Key Map

MIA MIAMI-DADE COUNTY
TECHNICAL SUPPORT DIVISION

Project # 60702 - 7494

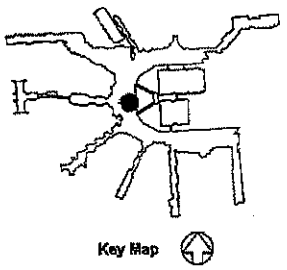


23,280 S.F.

**HOTEL, RESTAURANT & RELATED FACILITIES**
**Miami International Airport**

Terminal "E", Eighth Floor

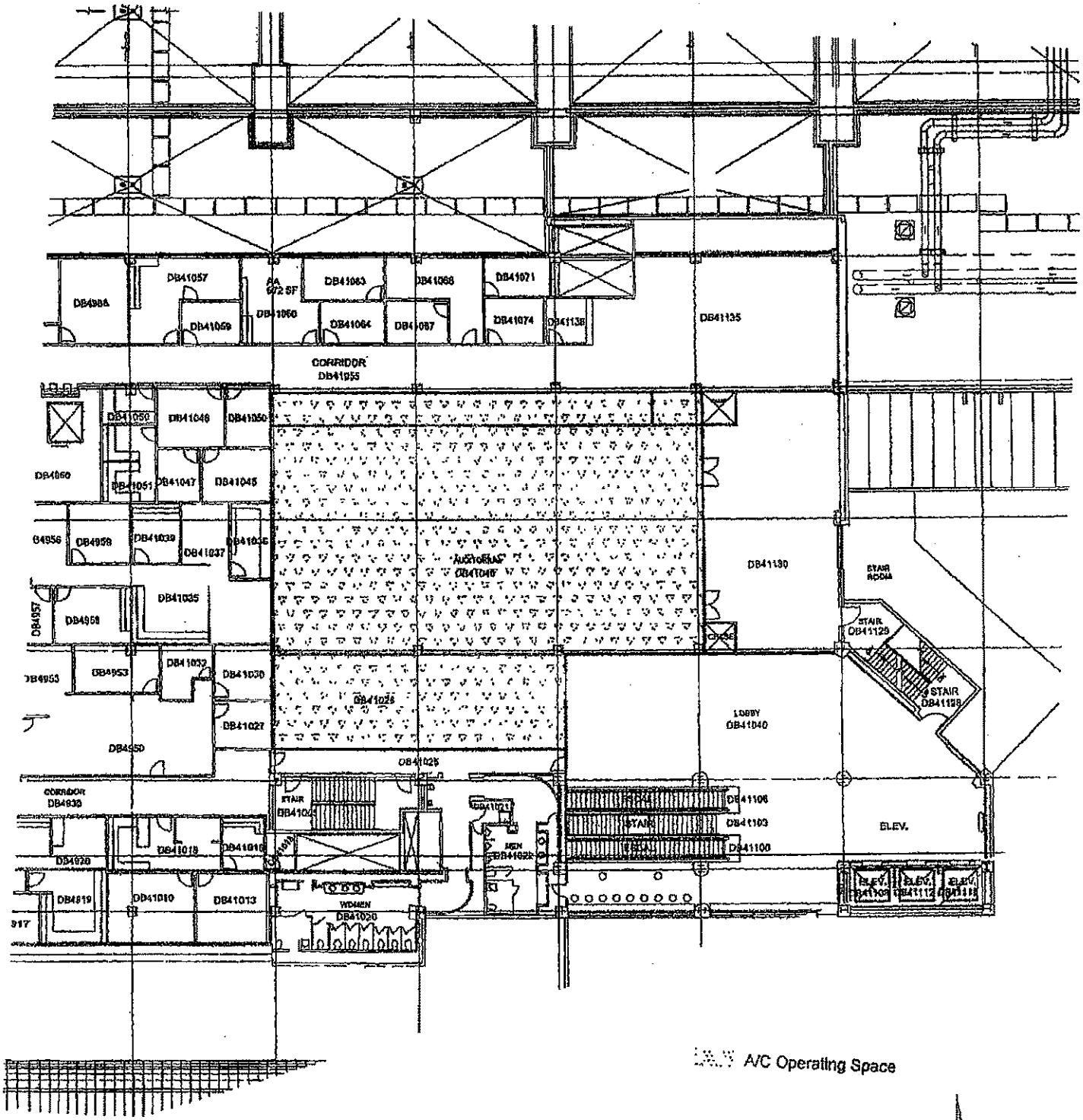
April 2011



Key Map

MIA MIAMI-DADE COUNTY
TECHNICAL SUPPORT DIVISION

Project # 60702




A/C Operating Space

N

Addendum No.

## Miami International Airport - Terminal D - 4th Floor

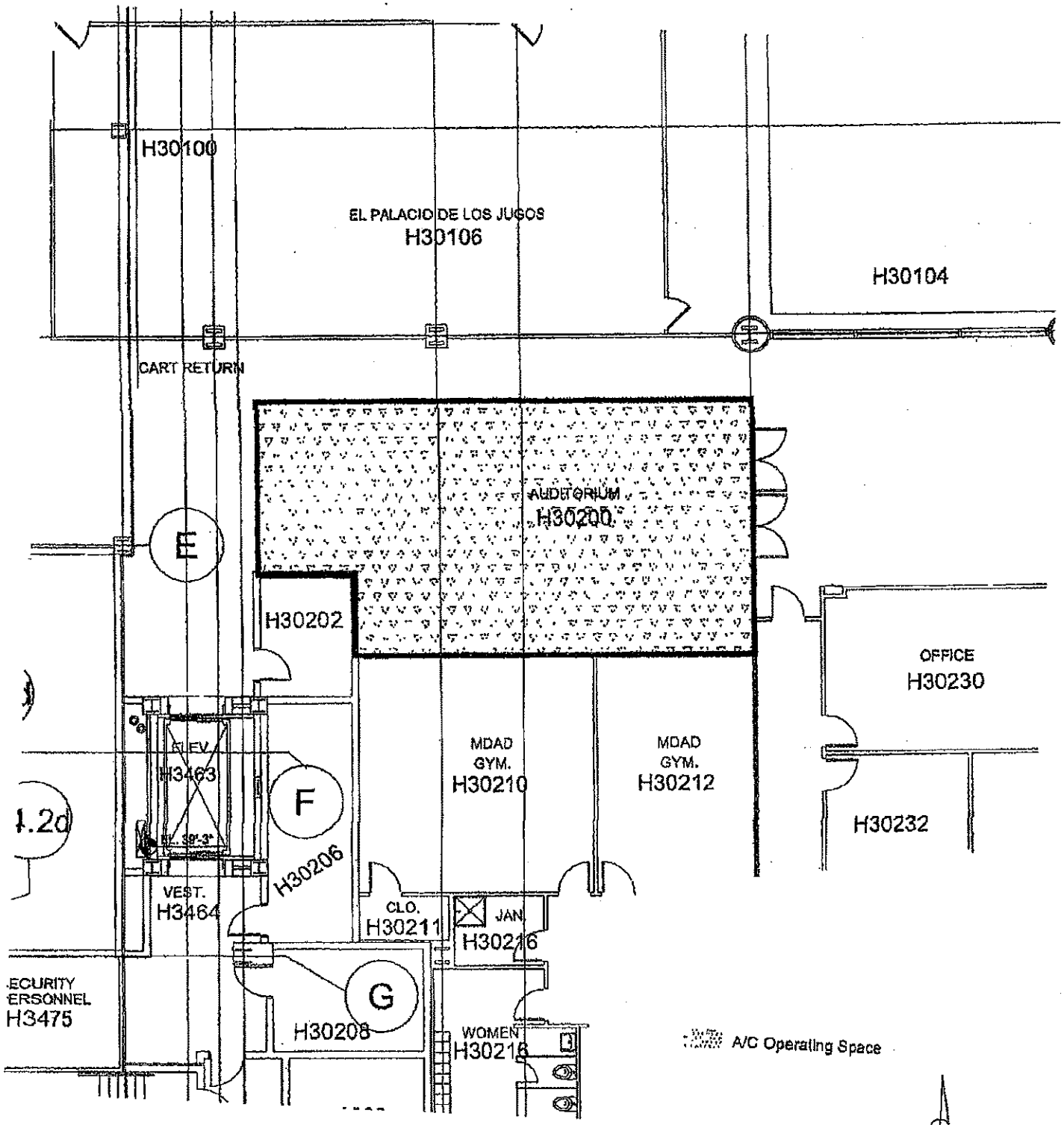
PROJECT: 60731
DATE: 07-2511
DRAWN BY: Y.M.

## AUDITORIUM SPACE

6,413 S.F.

MIA MIAMI-DADE COUNTY
TECHNICAL SUPPORT DIVISION

92




Addendum No.

Miami International Airport - Terminal J - 3rd Floor

PROJECT: 60731
DATE: 07-2511
DRAWN BY: Y.M.

MDA MIAMI-DADE COUNTY
TECHNICAL SUPPORT DIVISION

AUDITORIUM SPACE

1,086 S.F.

93

# EXHIBIT B
# ACCOUNTING AND INTERNAL CONTROL PROCEDURES

**EXHIBIT B**

## ACCOUNTING AND INTERNAL CONTROL PROCEDURES

**REVENUES**

Management shall be required to maintain procedures and controls called for in their procedures manuals, including but not limited to the following:

- Cash Handling Procedures
- Sales Accounting Procedures
- Guest Check Control Procedures

Specific controls and procedures which must be continually maintained are summarized below:

- Each point of sale shall have electronic cash registers which enable sales to be classified by category, and which accumulate item counts for each individual menu item. All sales must be registered, and register sales accumulators much never be reset.
- Management is required to maintain a contingency procedure, in the event that the electronic P.O.S. devices are for any reason inoperable.
- Point-of-sale cashiers must sign for change funds received the time of issuance. Cashier deposits shall be witnessed by the general cashier.
- Register readings shall be taken by a member of the accounting office, and shall not be taken by cashiers. Cashier deposits shall be made intact and tips shall not be paid out of registers. Register readings shall be taken at the beginning and end of cashier's shift.
- Cashiers shall summarize their deposits on Cashier's Shift Cash Reports, included with their deposit. Cashier change funds be counted and reconstituted on a daily basis. Cashier sales deposits shall also be counted and compared to Cashier Shift Cash Reports on a daily basis. Charge tips shall be taken from cashier deposits, documented on Charge Tip Receipts, and placed in envelopes for subsequent payout to designated recipients, who will acknowledge receipt of tips by signing a designated copy of tip receipts. taken from cashier in envelopes for charge.
- Cashier dales deposits shall be summarized on the Daily Sales Report and deposited intact into a Department designated Depository. No paid-outs shall be made from sales deposits for any reason other than for charge tips.

- Accounting department personnel shall audit revenues generated by each cashier and point of sale. Audit procedures shall include, but not necessary be limited to the following:
  - Reconciliation of register tapes and readings with actual sales deposits and receivables.
  - Review of over and under rings registered for propriety.
  - Verification that the last transaction number of a prior shift and the first transaction number of a succeeding shift are consecutive.
  - Verification that closing readings of perpetual accumulators agree with the opening reading of the accumulators of a succeeding shift.
- Sales taxes and net revenues shall be isolated by appropriate calculations for each cashier and point of sale. Cash overages and shortages shall be isolated by appropriate calculations for each cashier and point of sale. Cash overages and shortages shall be isolated by cashier and point of sale. Credit Card commissions shall be reflected on the Daily Revenue Report, with receivables reflected net of any commissions.
- Revenues, receivables, commissions, cash deposits and tips shall be summarized by unit and accumulated for seven-day periods on the Daily Revenue Summary. Cash overages and shortages shall be summarized and reported daily to management on the Cashier over and short report.
- Accounting department employees shall perform surprise audits of cash register receipts, including counting of cash and verification with register subtotals. Approximately ten cashiers shall be audited each day, and all cashiers shall be audited at least once per week. Results of surprise register audits shall be reported daily to Management in the Cash Register Auditor's Report.
- Unused guest checks shall be kept under lock and key controlled by the accounting department, and shall be pre-numbered. All used and unused guest checks shall be turned into the accounting department at the end of each shift. The numerical sequence of guest checks used and unused shall be accounted for on the Guest Check Control Form foe each cashier on a daily basis. Missing guest checks shall be identified, and used guest checks shall be reviewed for propriety ( register validation, supervisory approval of voided checks, over/under rings, and general appearance on a daily basis. Missing checks and review comments shall be reported daily to Management.

- Guest checks audit shall be performed periodically, with each cashier's checks audited at least once every two months. Guest check audit procedures shall include, but not necessarily be limited to, the following:
    - Verification of correct pricing , extensions and addition, if reverted to manual system.
    - For charges in excess of $20 verification that the card number is not reflected in invalid credit card listings published by the various credit card companies.
    - Verification the cardholder has duly signed the credit card voucher.
- Guest checks shall be used for all airline and government meal vouchers, and shall be signed by the guest or other responsible party. The Airline Passenger Accommodation Charge (APAC) or other authoritative document shall be attached to the signed guest check and turned in with the sales deposit. Under no circumstances shall the APAC or other voucher include tips, nor shall the value of the guest check exceed the authorized voucher value, not shall the designated value of the voucher exceed the guest check.
- Personal checks shall not be accepted. Travelers checks (only U.S.) shall be treated as cash and will be accepted upon verification of identification such as passport or driver's license which shall be documented on face of check.

## PURCHASING, RECEIVING AND STORAGE ISSUING

Management shall be required to maintain procedures and controls reflected in their procedures manuals, including but not limited to the following:

- Physical Inventory Procedures
- Accounts Payable System
- Internal Control Procedures

Specific controls and procedures which must be continuously maintained as summarized below:

- Responsibilities for purchasing, receiving and storage shall be segregated in at least three separate employees.
- Specifications for all major products used in operations shall be maintained in the purchasing department.
- Competitive bids shall be performed for all purchases in excess of $1,000. Purchase orders, or some other method will be used to document authorized order quantities, prices and delivery dates for all purchases.

- Vendor price lists shall be maintained in the purchasing department, and updated monthly to reflect vendor price changes. Milk, produce and fresh baked products are updated weekly.
- All merchandise receive shall be verified by counting or weighing as appropriate. Prices, quantities and product specifications shall be compared with purchase orders or other document authorizing the purchases. Said purchase authorization shall be attached to corresponding invoices. All extensions and addition reflected on invoices shall be verified. Said verification procedures shall be evidence by signature and date of the receiving clerk.
- All invoices for merchandise receipts shall be recorded in receiving logs maintained in the receiving department, including date received, vendor name, total invoice value, and merchandise value by category. Periodically, but no less that monthly , receiving log totals shall be reconciled with corresponding total on the Daily Summaries of Invoices and forwarded to the Department.
- All invoices processed for payment shall bear signature of Management as authorization for payment, acknowledgement of accuracy and cost incurrence, and approval of quantities, prices and specifications.
- All merchandise shall be stored in secured locations, the keys to which shall be controlled and logged by the Manager. Beverages shall be stored in a separate storage location devoted exclusively to beverages, also secured.
- Perpetual inventory records shall be maintained for all beverages and food items. Perpetual records shall be updated each time merchandise is received and issued. Each day, prior to closing commissary operations, all merchandise controlled by perpetual inventory records shall be counted and compared to such records. Any discrepancies shall be investigated immediately.
- Monthly physical inventories shall be taken under the supervision of the Accounting Department. Said inventories shall include all points-of-sale as well as all storage locations. Inventories shall be costed under the supervision of the accounting department at the most recent invoiced cost.
- Beverage stock shall be maintained for each bar unit. When issued, liquor bottles shall be stamped with a bottle stamp indicating the recipient unit. Any empty liquor bottle of the same type, size, and brand shall be exchanged for each full bottle issued, Empty liquor bottles shall be broken prior to disposal.
- Issues of merchandise shall be based on requisitions approved by the responsible unit managers. Beverage issues shall be delivered to the units by, or under the direct supervision of Management. Merchandise transfers shall also be documented on requisitions.
- On a daily basis, all requisitions shall be costed by the accounting office at invoice costs. And recorded on the following Worksheets:
    - Unallocated Commissary Expenses.

- Daily Summary of Requisitions.
- Inventory Transfer Record.
- Sales/Cost Summary.

- On a monthly basis, the foregoing Worksheets shall be reconciled with one another, and with merchandise receipts recorded on the Daily Summaries of Invoices.

**PAYROLL**

Management shall be required to maintain procedures and controls, including but not limited to those called for in their procedures manuals. Specific procedures and controls which shall be continuously maintained are summarized below:

- Time cards shall be used to record hours worked for all hourly employees. Time clocks shall be used to record start and finish times for such employees, including start and finish for lunch periods.
- Issuance of employee meals are to be logged and the employee must sign for receipt of meal (if applicable).
- On a daily basis, unit supervisors shall calculate hours worked and note their initials in approval of time clock postings for all employees under their supervision.
- Accounting department personnel shall perform audits of time cards of various unit supervisors. Audit procedures shall include, but not necessarily be limited to:
  - Verification of computation of hours worked base on time-clock postings.
  - Verification of supervisory approvals.
  - Comparison of prescribed employee schedules with time cards to ensure that postings do not exist for employees off-duty.
- Each week, unit supervisors shall tabulate hours worked, designating the unit number and job function. Multiple designations of hours worked shall be made where employees worked in more than one unit or function during the week.
- Each week, unit supervisors shall prepare and sign input sheets based on time cards. Employees shall make tip declaration and sign their payroll cards each week.
- Unit supervisors shall provide Management explanations in writing justifying any overtime hours worked by employees under their supervision.

- Personnel files shall be kept on premises, and shall contain evidence of the following information:
    - Management approval for hiring
    - Management approval of wage rate
    - Employee designation of withholding status.
    - Employee authorization for voluntary withholdings.
- All changes in employment status, including hiring, terminations, promotions, wage of salary changes, shall be documented on Personnel Action Forms, and approved by Management.
- Paychecks shall be distributed by an employee not involved in preparation of approval of Personnel Action Forms, and not involved in payroll input preparation or approval. All employees shall sign a staffing roster adjacent to their name in recognition of receipt of their paycheck.

## COST CONTROL

Management shall be required to continually maintain the following procedures and controls:

- Standard costs shall be computed for each food and beverage menu item, based on prescribed standard receipts and actual materials costs for component ingredients. Standard costs shall be updated periodically, but no less than quarterly, for changes in materials costs.
- Theoretical cost analysis shall be performed on a totaling basis for selected points of sale. Management shall make selections of points of sale to be reviewed., but all pints of sale shall be selected for analysis at least once each quarter.
- Theoretical cost analysis shall entail the following procedures.
    - The number of items sold for each menu item shall be accumulated for a specific two-week period based on cash register tapes. Unit prices shall be applied to this accumulation to derive theoretical revenues. Where the theoretical revenues differ from actual revenues by more than two percent, reconciliation two revenues figures shall be performed.
    - Standard costs shall then be applied to accumulate menu item counts to derive theoretical costs of sales. Computed costs of sales percentages and amounts shall be compared to actual costs incurred and record through the Sales/Cost summary worksheets.
    - Unit supervisors shall be required to prepare to prepare brief written reports to Management discussing reasons for material differences, between actual and theoretical cost, and corrective measures taken.

## GENERAL

Management shall continually apply the following procedures and controls for back accounts and other area.

- All unissued checks for all bank accounts shall be secured. Checks shall be used in numerical sequence, and said sequence shall be accounted for. Signing of blank checks shall be forbidden.
- All bank accounts shall be reconciled to the Imprest balance on a monthly basis by an employee independent of bank deposit preparation, check disbursements, and check signing. Copy of reconciliation to be forwarded to the Department.
- Responsibility for cash funds shall be vested in specific persons of authority, who shall be adequately bonded.
- Management shall maintain adequate insurance coverage, including workmen's compensation insurance, general liability insurance, and any other type of insurance required.
- Access to all premises under Management control shall be locked when not in use.

# EXHIBIT C
# COVER PAGE AND DAILY DEPOSIT OF GROSS REVENUES REPORT

EXHIBIT C - COVER PAGE

**COMPANY NAME**

TO: MDAD Revenue Control
Attention: Name of Revenue Control Analyst

FROM: Company Name

DATE ENCLOSED

**DAILY DEPOSIT REPORT** _____

**DAILY SALES REPORT** _____

**DAILY DEPOSIT SLIP (Attach Copy)** _____

**ACKNOWLEDGE OF RECEIPT - MDAD Revenue Control Analyst** _____

NAME OF COMPANY - ACCOUNTING DEPARTMENT
Approve: Print, Title

_____
Signature

EXHIBIT C

**NAME OF COMPANY**
**DAILY DEPOSIT OF GROSS REVENUES REPORT**

*DATE TO BANK* _____

*SALES DATE* _____

**CASH**

| | |
|---|---|
| HOTEL | |
| 7TH FL TOP RESTAURANT | _____ |
| LOBBY BAR | _____ |
| SUSHI BAR | _____ |
| CONFERENCE ROOMS | _____ |
| AUDITORIUM | _____ |
| **TOTAL CASH** | $0.00 |

| DATE TO BANK | **CREDIT CARDS** | |
|---|---|---|
| _____ | MC/VISA | _____ |
| _____ | AMEX | _____ |
| _____ | DINERS | _____ |
| _____ | DISCOVER | _____ |
| | **TOTAL CREDIT CARDS** | $0.00 |

| DATE TO BANK | **A/R COLLECTION REPORT** | |
|---|---|---|
| _____ | AIRLINES | _____ |
| _____ | CHARGE BACKS | _____ |
| _____ | SHORTAGE PAYMENTS | _____ |
| _____ | MISCELLANEOUS CREDIT | _____ |
| _____ | **TOTAL A/R COLLECTION** | $0.00 |
| | | _____ |
| | **TOTAL DEPOSIT** | $0.00 |

***ATTACH VALIDATED DEPOSIT SLIP***

**PREPARED BY:** _____

**PRINT** **SIGNATURE**

# EXHIBIT D
# DAILY SALES SUMMARY

EXHIBIT D - COVER PAGE

**COMPANY NAME**

TO: MDAD Revenue Control
Attention: Name of Revenue Control Analyst

FROM: Company Name

DATE ENCLOSED

**DAILY DEPOSIT REPORT** _____

**DAILY SALES REPORT** _____

**DAILY DEPOSIT SLIP (Attach Copy)** _____

**ACKNOWLEDGE OF RECEIPT - MDAD Revenue Control Analyst** _____

NAME OF COMPANY - ACCOUNTING DEPARTMENT
Approve: Print, Title

_____
Signature

EXHIBIT D

NAME OF COMPANY
DAILY SALES SUMMARY

_____
*DATE*

| SALES | HOTEL | 7TH FL TOP RESTAURANT | LOBBY BAR | SUSHI BAR | SUB TOTAL | CONFERENCE ROOMS | AUDITORIUM | TOTAL |
|---|---|---|---|---|---|---|---|---|
| HOTEL | | | | | | | | |
| FOOD | | | | | | | | |
| BEER | | | | | | | | |
| WINE | | | | | | | | |
| MISCELLANEOUS | | | | | | | | |
| LESS DISCOUNTS | | | | | | | | |
| TOTAL NET SALES | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| SALES TAX | | | | | | | | |
| GRATUITY | | | | | | | | |
| TOTAL SALES | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | | | | | | | |
| TOTAL CASH | | | | | | | | |
| LESS TIPS | | | | | | | | |
| LESS SERVICE CHARGE | | | | | | | | |
| NET CASH | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | | | | | | | |
| MC/VISA | | | | | | | | |
| AMERICAN EXPRESS | | | | | | | | |
| DISCOVER DEPOSITS | | | | | | | | |
| TOTAL CASH & CREDIT | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| OVER/SHORT | | | | | | | | |
| TOTAL ACTUAL DEPOSIT | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | | | | | | | |
| A/R | | | | | | | | |
| MDAD | | | | | | | | |
| ROOM CHARGES | | | | | | | | |
| HOTEL VOUCHER | | | | | | | | |
| AIRLINE VOUCHER | | | | | | | | |
| A/P | | | | | | | | |
| TOTAL REVENUES | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |

# EXHIBIT E
# SUMMARY OF PHYSICAL INVENTORY FOR THE MONTH

EXHIBIT E

NAME OF COMPANY
SUMMARY OF PHYSICAL INVENTORY FOR THE MONTH ENDED _____

| | | | BEGINNING INVENTORY | | PURCHASES | | ENDING INVENTORY | | COMSUMPTION | |
|---|---|---|---|---|---|---|---|---|---|---|
| PRODUCT - ITEM | UNIT | UNIT PRICE | QTY MONTH | VALUE MONTH | QTY MONTH | VALUE MONTH | QTY MONTH | VALUE MONTH | QTY MONTH | VALUE MONTH |
| | | | | | | | | | | |
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| | | | | | | | | | | |
| TOTAL | | | | | | | | | | |

PREPARED _____ PRINT _____ SIGNATURE

APPROVED _____ PRINT _____ SIGNATURE

# EXHIBIT F
# TENANT AIRPORT CONSTRUCTION NON-REIMBURSABLE PROJECTS AND TENANT AIRPORT CONSTRUCTION REIMBURSABLE PROJECTS

TENANT AIRPORT CONSTRUCTION NON-REIMBURSABLE PROJECTS
and
TENANT AIRPORT CONSTRUCTION REIMBURSABLE PROJECTS

Miami Dade County
Miami Dade Aviation Department
Miami International Airport
May 9, 2002

# Tenant Airport Construction Non-Reimbursable Projects (TAC-N) Design and Construction Procedures EXHIBIT F

**Glossary of Terms**

| | |
|---|---|
| A/E | Tenant's State of Florida Registered Architect or Engineer responsible for the design of the project |
| GSA | General Service Administration |
| MARC | Miscellaneous Asbestos Recovery Contract |
| MCC/TAC | Miscellaneous Construction Contract/Tenant Airport Construction |
| MDAD | Miami Dade Aviation Department |
| NTP | Notice to Proceed |
| TAC-N | Tenant Airport Construction Non-reimbursable projects |
| Tenant | Business Partner, Lessee |

**General Information**

If a tenant wants to improve or expand a leasehold area, the tenant must first contact an MDAD Properties or Commercial Operations Manager to discuss the improvement terms of the revision agreement if the project is acceptable to MDAD.

The MDAD Properties or Commercial Operations Manager will prepare a "QUICK-CHECK FORM" (with attachments), which will be submitted to the MDAD Development Division Manager and other divisions for review and approval. Special consideration is given to its impact upon other adjacent projects underway or proposed. The attachments that will accompany the "QUICK-CHECK FORM" will include but are not limited to the following:

a. A completed TAC-N Project Information form, copy attached.

b. Conceptual drawings/sketches.

c. Tenant's letter which includes a description of the project, copies of a proposed schedule and cost estimate, plus a statement requesting MDAD to approve the conceptual project for design and construction.

**Procedures-Design and Construction**

1. The MDAD Development Division Manager will assign an MDAD Project Number to the project. If approved, the "QUICK-CHECK FORM" (with attachments) will be submitted to the Facilities Division Manager who will review and assign the project to the MCC/TAC Chief who will then direct the TAC-N Project Manager to monitor the design and construction activities of the project. The TAC-N Project Manager will contact the tenant upon receipt of the project and will forward the TAC-N procedures to the tenant.

2. It is the responsibility of the tenant through its A/E and/or Contractor, as applicable, to:

   a. Obtain copies of MDAD Record (As-Built) Drawings from the MDAD Technical Support Division by calling 305.876.7057.

   b. Verify field conditions including but not limited to electrical, mechanical, HVAC, plumbing, water, sewer, structural, connecting points for all utilities/HVAC/fire protection/smoke evacuation, etc.

   c. Ensure that the design of the project is in compliance with the MDAD Design Guidelines Manuals (MIA Terminal projects only) Guidelines is available on the Internet at (www.miami-airport.com).

   d. Obtain a copy of the MDAD Asbestos Status Report for the project from the MDAD Environmental Engineering Division. Please call 305.876.8326 to request the report. This report is required by the Miami Dade Building Department for permitting and must be submitted along with the application for a building permit and two sets of plans, signed and sealed by the A/E of Record.

   e. Coordinate schedules and locations for MIA terminal deliveries at the 2nd floor curbside with MDAD Landside Operations Division. Please call 305.876.7086 for coordination.

   f. Coordinate schedules and construction within the MIA terminal with the MDAD Terminal Operations Division. Please call 305.876.7082 for coordination.

   g. Coordinate airside accesses requirements with MDAD Airside Operations Division. Please call 305.876.7482 for coordination.

   h. Coordinate the issuance of MDAD photo ID badges and requirements for orientation regarding airport security with the MDAD Safety and Security Operations Division. Please call 305.869.4028 for coordination.

i. Coordinate "SHUTDOWN PROCEDURES" with the MDAD Engineering Maintenance Division. Please call 305.876.7477 for coordination.

j. Coordinate requirements and specific procedures relating to permitting for DERM, DEP, dewatering excavating, trenching, stockpiling, maintenance and disposal of contaminated material. With the MDAD Environmental and Airport Engineering Division. Please call 305.869.1063 for coordination.

3. The tenant or the tenant's A/E of Record shall:

a. Submit 10 sets of 100% construction documents to the TAC-N Project Manager for review. Each sheet of the submitted plans shall be identified with a title box that includes the name, address, and telephone/fax numbers of the owner as follows:

Property Owner: Miami Dade Aviation Department
MDAD Project Manager:
Address: P.O. Box 592075, Miami, Florida 33159

Tel: _____
Fax: 305.876.0996

Project Owner/Lessee: _____

Tenant's Project Manager: _____

Address: _____

Tel: _____

Fax: _____

The TAC-N Project Manager will submit the sets of construction documents to Consultants and MDAD Staff for a Design Review. This process has a duration period of fourteen (14) calendar days. The Reviewers will fax any issues/comments to the tenant's A/E of Record and to the TAC-N Project Manager within fourteen (14) calendar days of receipt of the plans. The tenant or the tenant's A/E of Record shall confirm receipt of Review Comments with the TAC-N Project Manager on the fifteenth (15) day.

b. Address the Reviewer's issues/comments to the satisfaction of both parties by fax, meetings, telephone conversations, etc.

c. Revise the construction documents to reflect the changes required by the Design Reviewers. Submit three sets of 100% construction documents, one (1) of which must be signed and sealed by the tenant's A/E of Record. Reviewers must sign the 100% Back Check form, and return it to the A/E and TAC-N Project Manager.

The TAC-N Project Manager will review the submittals. The MCC/TAC Chief will then provide the "Letter of Concurrence" to the tenant in order to apply for a building permit for its project. This letter is valid for a period of sixty (60) calendar days from the date of issuance. If the tenant or his A/E of Record has not applied for a building permit within the sixty (60) calendar days, the Letter of Concurrence will have to be reissued.

d. Provide the Miami Dade Building Department located at Building 5A, 4th Floor, MIA, with a Building Permit application, the TAC-N Letter of Concurrence, a copy of the MARC Report (if required) and two (2) signed and sealed 100% permit sets of the project construction documents. For additional information, please call 305.869.1363.

e. The TAC-N Project Manager will advise the tenant of the Miami Dade GSA, Risk Management Division's insurance requirements. Prior to commencement of construction, provide the TAC-N Project Manager copies of all Certificates of Insurance as required.

f. Submit copies of the Construction Schedule, Design and Construction Budget (Update), and Building Permit to the TAC-N Project Manager prior to commencement of construction.

4. Pre-Construction and Construction Meetings

The TAC-N Project Manager will determine, based on the complexity and magnitude of the project, if a pre-construction meeting is required and if regular construction meetings will be required. If required, the frequency of the construction meetings will be established based on the complexity and duration of the project. Attending the meetings will be the tenant's A/E and contractor, the MDAD representative and others as may be required. If no regular scheduled construction meetings are held, the TAC-N Project Manager or his designee will periodically visit the jobsite. The permit set of drawings is required to be kept and available on the construction site at all times.

5. Project Close-Out

If required, a walk through is scheduled and coordinated through the TAC-N Project Manager. It is the responsibility of the tenant to submit copies of the following, as applicable, to the TAC-N Project Manager:

a. The signed-off building permit (inspections) within 24 hours of its issuance.

b. Certificate of Occupancy or Completion within 24 hours of its issuance.

c. Warranties, manuals, instructions, etc., of any equipment that will be maintained by MDAD.

d. Record Drawings (As-Built drawings) on Bond paper, two (2) signed and sealed set prepared by the tenant's architect of Record within thirty (30) days from the issuance date of the Certificate of Occupancy or Completion.

e. Depending upon the size or complexity of the project, the tenant may be requested to provide the TAC-N Project Manager with As-Built Mylar's, 35mm aperture cards or digital files for the project.

The TAC-N Project Manager and the tenant will closeout the project. All documents must be received by the TAC-N Project Manager from the tenant prior to project closeout.

## TENANT AIRPORT CONSTRUCTION REIMBURSABLE PROJECTS

**PURPOSE**

To provide details for the initiation and management of a Tenant Airport Construction Program reimbursable project.

**DEFINITIONS**

| | |
|---|---|
| FAA | Federal Aviation Administration A/E Tenant's State Registered Architect or Engineer responsible for the design of the project. |
| BCC | Board of County Commissioners |
| GSA | General Services Administration |
| MARC | Miscellaneous Asbestos Recovery Contract |
| MCC/TAC | Miscellaneous Construction Contract/Tenant Airport construction |
| MDAD | Miami Dade Airport Aviation |
| NTP | Notice to Proceed |
| PM | Project Manager |
| TAC-N | Tenant Airport Construction Non- reimbursable projects |
| Tenant | Business Partner, Lessee |

**INSTRUCTION**

### GENERAL INFORMATION

**Summary of Department Process for Design and Construction of TAC-R Projects**

When an airport tenant wishes to improve or expand a leasehold area, the tenant must contact the MDAD Manager, Properties and Commercial Operations to discuss the proposed improvement or expansion. The Manager, Properties and Commercial Operations or designee determines whether the proposed design and construction will be a reimbursable or non-reimbursable project.

If the determination is that the proposed design and construction are reimbursable, the tenant must submit a letter to MDAD requesting approval to design and construct the project, detailing the proposed construction and providing a proposed schedule and cost estimate.

The Manager, Properties and Commercial Operations or designee prepares an instruction and forwards it to the MDAD Manager, Planning, the MDAD Design Chief, the MDAD Manager, Maintenance Engineering, the MDAD Manager, Terminal Facilities, and others as appropriate, for review and tentative approval.

If tentative approval in denied, the tenant is notified through MDAD Manager, Properties and Commercial Operations.

If tentative approval is given, the tenant is so advised through MDAD Manager, Properties and Commercial Operations and is invited to a meeting with a project conceptual review team which includes the MDAD Manager, Planning the MDAD Design Chief, the TAC-R chief to discuss the design process, bid and award process, construction and close out process. These discussions will include cost and schedule, and the identification of a TAC-R Project Manager.

There are standard MDAD procedures for the above named processes. However, dependent on the complexity, size, location and cost of the project, the conceptual review team may, through the TAC-R chief, waive certain aspects of these standard procedural requirements.

## Procedures for Design and Construction

1. The design of the project will entail the Selection of an Architect/Engineer. The procedures for this activity are outlined in MDAD Procedure FD2-005.

2. Upon selection, the A/E will be required to produce the following:

(a) A Planning Book in accordance with MDAD Procedure FD1-040-P

(b) A Project Book in accordance to MDAD Procedure FD1-050-P

(c) Design Documents in accordance with MDAD Procedure FD3-007-P

(d) Design includes Contract Formation in accordance with MDAD Procedure FD4-040-P3.

3. Upon satisfactory completion of the design process, the project shall be bid and awarded for construction in accordance with MDAD Procedure FD4-011-P

4. Satisfactory completion of the project is dependent on inspections consistent with MDAD Procedures for Substantial Completion and Beneficial Occupancy as outlined in MDAD Procedures FD5-195-P

5. Upon satisfactory completion of item (4) above the project will be closed out accordance with MDAD Procedures FD5-245-P

6. The Project Manager shall be mindful of the fact that the above core MDAD Procedures, with references to other Procedures, together form the broad spectrum of management structures for the project.

# EXHIBIT G
# REIMBURSABLE OPERATING COST

**EXHIBIT G**

**MIAMI-DADE AVIATION DEPARTMENT**
**MIAMI INTERNATIONAL AIRPORT**
**REIMBURSABLE OPERATING COST**

**HOTEL AND RESTAURANT AND RELATED FACILITIES**

The following categories of operating costs shall be reimbursable unless referenced otherwise in the Agreement:

- Payroll and Related Expenses/Employee Benefits
- Cost of Sales
- Operating Expenses

Each of the cost categories are defined in detail by Department. These cost categories are supporting detail are not necessarily all inclusive. In the event of any conflict between elements of this exhibit and the Management Agreement, the Management Agreement shall govern. This exhibit may be administratively modified in accordance with the Management Agreement.

## PAYROLL AND RELATED EXPENSES

Payroll and related expenses shall include salaries and wages and employee benefits for personnel employed by Management which are engaged in the operations and administration of certain facilities as described in the Management Agreement.

**Salaries and Wages:**

- Administration
- Maintenance
- Room (i.e. Bell staff, Reservation, Front Office, Housekeeping)
- Sales
- Restaurant and Related Personnel

**Payroll Taxes:**

- Payroll Taxes (Including Employer FICA)
  - Social Security
  - Unemployment Insurance
- Workers Compensation

**Employee Benefits:**

Reimbursable employee benefits shall include the following, only to the extent that they are included in a Department approved budget, paid by Management and are not included in reimbursable salaries and wages:

- Vacation Pay
- Holiday Pay
- Health Insurance

**COST OF SALES**
Food
Liquor
Wine/Beer
Beverage
Other (List)

**OPERATING EXPENSE**
Reservation Expense
Travel Agent Commission
Credit Card Fees
Data Processing (Payroll)
Employment Related Examinations (if required by Department)
Employment Classified Advertisement
Employee Parking Expense
Employee Training
Employee Uniforms
Memberships Dues & Subscriptions (MIA Hotel)
Annual Audit
Office Supplies
Printing & Stationary
Advertising
Postage
Telephone
Bad Debt
Contract Services
Exterminating Services
Equipment Rental
License & Permits
Cable TV Expense

General Liability Insurance
Security Guard Service
Janitorial Supplies
Housekeeping Supplies
Laundry Service
Linen Purchases
Serviceware
Disposable Serviceware
Decorations
Parts and Supplies
Other Minor Equipment – Less than $1,000
Miscellaneous Other Operating Supplies
Paper Goods
Electric Service
Natural Gas Service
Water & Sewer Service
Florida Sales Tax
Management Fee – Fixed
Management Fee - Variable

# EXHIBIT H
# REQUEST FOR REPLENISHMENT

EXHIBIT H

MIAMI-DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
REQUEST FOR REPLENISHMENT

HOTEL AND RESTAURANT AND RELATED
FACILITIES MANAGED BY _____

DATE: _____

REQUEST NUMBER: _____

TOTAL REQUEST $ _____

Attached: Reference Chart of Accounts

| VENDOR NAME | CHECK AMOUNT | CHECK NUMBER | ACCOUNT CODE | ACCOUNT CODE | ACCOUNT CODE | ACCOUNT CODE | ACCOUNT CODE | ACCOUNT CODE | TOTAL CHECK |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

Approve

General Manager _____

Controller _____

Commercial Operations _____

Reviewed - Commerical Operations

EXHIBIT H

**MIAMI-DADE AVIATION DEPARTMENT**
**MIAMI INTERNATIONAL AIRPORT**
**REQUEST FOR REIMBURSEMENT**

**HOTEL AND RESTAURANT AND RELATED FACILITIES MANAGED BY** _____

**DATE:** _____

**REQUEST NUMBER:** _____

**TOTAL REQUEST $** _____

Vendor Name Payable _____

Account Number _____

**Approve**
**General Manager** _____
**Controller** _____
**Commercial Operations** _____
**Reviewed - Commerical Operations** _____

# EXHIBIT I
# EXECUTED ACDBE PARTICIPATION FORMS (SUBMITTED AS APPENDIX I WITH THEIR PROPOSAL)

# EXHIBIT J
# BUDGET INSTRUCTIONS AND TWELVE MONTH BUDGET – CONSOLIDATED AND BY FACILITY (EXHIBIT J AS SUBMITTED WITH THE PROPOSAL)

**EXHIBIT J**

**BUDGET INSTRUCTIONS (SEE ATTACHMENT)**

Submit 2 Books with dividers separating each section below.

**Table of Contents**

**Executive Summary** – 1 page

**Narrative** Provide basis and assumptions with detail justification for each budget line items used by MDAD Finance code.

**Budget** – Twelve Month Consolidated and by Facility (see format)
– Twelve Month Hotel Statistics (See format)

**Organization Chart** – Overview of Organization

**Payroll**
Organization Chart – Consolidated and by location/Shift – identify positions
Provide Job Descriptions for each position.

**Payroll**
Consolidated and by Location/Shift – Provide an Exhibit with the following information:
By Position
Job Title
FTE
Hours
Salaries
Total

EXHIBIT J

**Miami International Airport**
**Hotel and Related Amenities and**
**Food And Beverage Facilities**

Proposer: _____

**Exhibit J - Twelve Month Budget**
**Hotel - Statistics**

| STATISTICS | OCT | % | NOV | % | DEC | % | JAN | % | FEB | % | MAR | % | APRIL | % | MAY | % | JUNE | % | JULY | % | AUG | % | SEPT | % | TOTAL | % |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Total Available Rooms** | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Total Occupied Rooms** | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Occupied Day Rooms | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Occupied Night Rooms | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Total Guests** | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Day Guests | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Night Guests | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Combined Average Rate** | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Avg. Rate Day Room | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Avg. Rate Night Room | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Combined Rev./Avg. Guest** | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AVG. Rev/Guest Day | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AVG. Rev/Guest Night | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | |
| August 3, 2012 | | | | | | | | | | | | | | | | | | | | | | | | | | |

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**Miami International Airport**
**Hotel and Related Amenities and**
**Food And Beverage Facilities**

**Proposer:** _____

**EXHIBIT J - Twelve Month Budget -**
**Consolidated and by Facility**

**Fiscal Year** ____

| CODE | DESCRIPTION | TOTAL | % |
|---|---|---|---|
| | **Revenue Sources** | | |
| | Room Day | | |
| | Room Night | | |
| | Telephone Revenue | | |
| | Auditorium | | |
| | Other Income (List) | | |
| | Food Sales | | |
| | Liquor Sales | | |
| | Wine Sales | | |
| | Beer Sales | | |
| | **Total Gross Revenues** | $0.00 | % |
| | **Less Sales Tax** | | |
| | **Total Net Revenues** | | |
| | | | |
| | **Cost of Sales** | | |
| 749810 | Food | | |
| 749830 | Liquor | | |
| 749825 | Wine/Beer | | |
| 749820 | Beverage | | |
| | Other (List) | | |
| | **Total Cost of Sales** | $0.00 | % |
| | | | |
| | **Payroll** | | |
| 701110 | Full Time Salaries | | |
| 700160 | Overtime | | |
| 700112 | Part Time Salaries | | |
| 700150 | Sick Leave | | |
| 700151 | Holiday Leave | | |
| 700152 | Vacation | | |
| | **Total Payroll** | $0.00 | % |
| | | | |
| 701010 | Social Security | | |
| 701116 | Unemployment Insurance | | |
| 701110 | Health Insurance | | |
| 701115 | Workers Compensation | | |
| | **Total Fringe Benefits** | $0.00 | % |
| | | | |
| | **Total Payroll and Fringe Benefits** | $0.00 | % |
| | | | |
| | **Operating Expenses:** | | |
| 749885 | Reservation Expense | | |
| 749886 | Travel Agent Commission | | |
| 721310 | Credit Card Fees | | |
| 726110 | Data Processing (Payroll) | | |
| 721630 | Employment Related Examinations | | |
| 731403 | Employment Classified Advertisement | | |

**Miami International Airport**
**Hotel and Related Amenities and**
**Food And Beverage Facilities**

**Proposer:** _____

**EXHIBIT J - Twelve Month Budget -**
**Consolidated and by Facility**
**Fiscal Year** _____

| CODE | DESCRIPTION | TOTAL | % |
|---|---|---|---|
| 733030 | Employee Parking Expense | | |
| 732020 | Employee Training | | |
| 749310 | Employee Uniforms | | |
| 731130 | Memberships Dues/Subscriptons (MIA Hotel) | | |
| 721010 | Annual External Audit | | |
| 747010 | Office Supplies | | |
| 747015 | Printing & Stationary | | |
| 731450 | Advertising | | |
| 731611 | Postage | | |
| 731010 | Telephone Service | | |
| 731820 | Bad Debt Expense | | |
| 722430 | Contract Services | | |
| 722340 | Exterminating Services | | |
| 725910 | Equipment Rental | | |
| 732250 | License & Permits | | |
| 723210 | General Liability Insurance | | |
| 722430 | Cable TV Expense | | |
| 726020 | Security Guard Service | | |
| 722341 | Janitorial Service | | |
| 749245 | Housekeeping Supplies | | |
| 722320 | Laundry Service (Rooms/Restaurant) | | |
| 749240 | Linen Purchases | | |
| 749231 | Serviceware/Disposalbe Serviceware | | |
| 749620 | Decorations | | |
| 743110 | Maintenance Parts and Supplies | | |
| 747021 | Other Minor Equipment - Less than $750 | | |
| 749660 | Miscellaneous Other Operating Supplies | | |
| 722010 | Electric Service | | |
| 722020 | Natural Gas Service | | |
| 722110 | Water & Sewer | | |
| 749806 | Florida Sales Tax | | |
| | **Total Operating Expenses** | $0.00 | % |
| | | | |
| | **Total Expenses W/Out Sales Tax** | $0.00 | % |
| | | | |
| | **Net Operating Income to MDAD (Net Revenues -Total Exp W/O S. Tax)** | $0.00 | % |
| | | | |
| | ***DO NOT INCLUDE FEES ON THIS SCHEDULE*** | | |
| 749890 | **Fixed Management Fee** | | |
| 749891 | **Variable Management Fee** | | |
| | | | |
| | **Total to Management Company** | $0.00 | % |

**Miami International Airport**
**Hotel and Related Amenities and**
**Food And Beverage Facilities**

**Proposer:** _____

**EXHIBIT J - Twelve Month Budget -**
**Consolidated and by Facility**

**Fiscal Year** _____

| CODE | DESCRIPTION | OCT | % | NOV | % | DEC | % |
|---|---|---|---|---|---|---|---|
| | **Revenue Sources** | | | | | | |
| | Room Day | | | | | | |
| | Room Night | | | | | | |
| | Telephone Revenue | | | | | | |
| | Auditorium | | | | | | |
| | Other Income (List) | | | | | | |
| | Food Sales | | | | | | |
| | Liquor Sales | | | | | | |
| | Wine Sales | | | | | | |
| | Beer Sales | | | | | | |
| | **Total Gross Revenues** | $0.00 | % | $0.00 | % | $0.00 | % |
| | **Less Sales Tax** | | | | | | |
| | **Total Net Revenues** | | | | | | |
| | | | | | | | |
| | **Cost of Sales** | | | | | | |
| 749810 | Food | | | | | | |
| 749830 | Liquor | | | | | | |
| 749825 | Wine/Beer | | | | | | |
| 749820 | Beverage | | | | | | |
| | Other (List) | | | | | | |
| | **Total Cost of Sales** | $0.00 | % | $0.00 | % | $0.00 | % |
| | | | | | | | |
| | **Payroll** | | | | | | |
| 701110 | Full Time Salaries | | | | | | |
| 700160 | Overtime | | | | | | |
| 700112 | Part Time Salaries | | | | | | |
| 700150 | Sick Leave | | | | | | |
| 700151 | Holiday Leave | | | | | | |
| 700152 | Vacation | | | | | | |
| | **Total Payroll** | $0.00 | % | $0.00 | % | $0.00 | % |
| | | | | | | | |
| 701010 | Social Security | | | | | | |
| 701116 | Unemployment Insurance | | | | | | |
| 701110 | Health Insurance | | | | | | |
| 701115 | Workers Compensation | | | | | | |
| | **Total Fringe Benefits** | $0.00 | % | $0.00 | % | $0.00 | % |
| | | | | | | | |
| | **Total Payroll and Fringe Benefits** | $0.00 | % | $0.00 | % | $0.00 | % |
| | | | | | | | |
| | **Operating Expenses:** | | | | | | |
| 749885 | Reservation Expense | | | | | | |
| 749886 | Travel Agent Commission | | | | | | |
| 721310 | Credit Card Fees | | | | | | |
| 726110 | Data Processing (Payroll) | | | | | | |
| 721630 | Employment Related Examinations | | | | | | |
| 731403 | Employment Classified Advertisement | | | | | | |

**Miami International Airport**
**Hotel and Related Amenities and**
**Food And Beverage Facilities**

**Proposer:** _____

**EXHIBIT J - Twelve Month Budget -**
**Consolidated and by Facility**
**Fiscal Year** _____

| CODE | DESCRIPTION | OCT | % | NOV | % | DEC | % |
|---|---|---|---|---|---|---|---|
| 733030 | Employee Parking Expense | | | | | | |
| 732020 | Employee Training | | | | | | |
| 749310 | Employee Uniforms | | | | | | |
| 731130 | Memberships Dues/Subscriptons (MIA Hotel) | | | | | | |
| 721010 | Annual External Audit | | | | | | |
| 747010 | Office Supplies | | | | | | |
| 747015 | Printing & Stationary | | | | | | |
| 731450 | Advertising | | | | | | |
| 731611 | Postage | | | | | | |
| 731010 | Telephone Service | | | | | | |
| 731820 | Bad Debt Expense | | | | | | |
| 722430 | Contract Services | | | | | | |
| 722340 | Exterminating Services | | | | | | |
| 725910 | Equipment Rental | | | | | | |
| 732250 | License & Permits | | | | | | |
| 723210 | General Liability Insurance | | | | | | |
| 722430 | Cable TV Expense | | | | | | |
| 726020 | Security Guard Service | | | | | | |
| 722341 | Janitorial Service | | | | | | |
| 749245 | Housekeeping Supplies | | | | | | |
| 722320 | Laundry Service (Rooms/Restaurant) | | | | | | |
| 749240 | Linen Purchases | | | | | | |
| 749231 | Serviceware/Disposalbe Serviceware | | | | | | |
| 749620 | Decorations | | | | | | |
| 743110 | Maintenance Parts and Supplies | | | | | | |
| 747021 | Other Minor Equipment - Less than $750 | | | | | | |
| 749660 | Miscellaneous Other Operating Supplies | | | | | | |
| 722010 | Electric Service | | | | | | |
| 722020 | Natural Gas Service | | | | | | |
| 722110 | Water & Sewer | | | | | | |
| 749806 | Florida Sales Tax | | | | | | |
| | **Total Operating Expenses** | $0.00 | % | $0.00 | % | $0.00 | % |
| | | | | | | | |
| | **Total Expenses W/Out Sales Tax** | $0.00 | % | $0.00 | % | $0.00 | % |
| | | | | | | | |
| | **Net Operating Income to MDAD (Net Revenues -Total Exp W/O S. Tax)** | $0.00 | % | $0.00 | % | $0.00 | % |
| | | | | | | | |
| | ***DO NOT INCLUDE FEES ON THIS SCHEDULE*** | | | | | | |
| 749890 | **Fixed Management Fee** | | | | | | |
| 749891 | **Variable Management Fee** | | | | | | |
| | | | | | | | |
| | **Total to Management Company** | $0.00 | % | $0.00 | % | $0.00 | % |

**Miami International Airport**
**Hotel and Related Amenities and**
**Food And Beverage Facilities**

**Proposer:** _____
**EXHIBIT J - Twelve Month Budget -**
**Consolidated and by Facility**
**Fiscal Year** _____

| CODE | DESCRIPTION | JAN | % | FEB | % | MAR | % |
|---|---|---|---|---|---|---|---|
| | **Revenue Sources** | | | | | | |
| | Room Day | | | | | | |
| | Room Night | | | | | | |
| | Telephone Revenue | | | | | | |
| | Auditorium | | | | | | |
| | Other Income (List) | | | | | | |
| | Food Sales | | | | | | |
| | Liquor Sales | | | | | | |
| | Wine Sales | | | | | | |
| | Beer Sales | | | | | | |
| | **Total Gross Revenues** | $0.00 | % | $0.00 | % | $0.00 | % |
| | **Less Sales Tax** | | | | | | |
| | **Total Net Revenues** | | | | | | |
| | | | | | | | |
| | **Cost of Sales** | | | | | | |
| 749810 | Food | | | | | | |
| 749830 | Liquor | | | | | | |
| 749825 | Wine/Beer | | | | | | |
| 749820 | Beverage | | | | | | |
| | Other (List) | | | | | | |
| | **Total Cost of Sales** | $0.00 | % | $0.00 | % | $0.00 | % |
| | | | | | | | |
| | **Payroll** | | | | | | |
| 701110 | Full Time Salaries | | | | | | |
| 700160 | Overtime | | | | | | |
| 700112 | Part Time Salaries | | | | | | |
| 700150 | Sick Leave | | | | | | |
| 700151 | Holiday Leave | | | | | | |
| 700152 | Vacation | | | | | | |
| | **Total Payroll** | $0.00 | % | $0.00 | % | $0.00 | % |
| | | | | | | | |
| 701010 | Social Security | | | | | | |
| 701116 | Unemployment Insurance | | | | | | |
| 701110 | Health Insurance | | | | | | |
| 701115 | Workers Compensation | | | | | | |
| | **Total Fringe Benefits** | $0.00 | % | $0.00 | % | $0.00 | % |
| | | | | | | | |
| | **Total Payroll and Fringe Benefits** | $0.00 | % | $0.00 | % | $0.00 | % |
| | | | | | | | |
| | **Operating Expenses:** | | | | | | |
| 749885 | Reservation Expense | | | | | | |
| 749886 | Travel Agent Commission | | | | | | |
| 721310 | Credit Card Fees | | | | | | |
| 726110 | Data Processing (Payroll) | | | | | | |
| 721630 | Employment Related Examinations | | | | | | |
| 731403 | Employment Classified Advertisement | | | | | | |

**Miami International Airport**
**Hotel and Related Amenities and**
**Food And Beverage Facilities**

**Proposer:** _____

**EXHIBIT J - Twelve Month Budget -**
**Consolidated and by Facility**
**Fiscal Year** ____

| CODE | DESCRIPTION | JAN | % | FEB | % | MAR | % |
|---|---|---|---|---|---|---|---|
| 733030 | Employee Parking Expense | | | | | | |
| 732020 | Employee Training | | | | | | |
| 749310 | Employee Uniforms | | | | | | |
| 731130 | Memberships Dues/Subscriptons (MIA Hotel) | | | | | | |
| 721010 | Annual External Audit | | | | | | |
| 747010 | Office Supplies | | | | | | |
| 747015 | Printing & Stationary | | | | | | |
| 731450 | Advertising | | | | | | |
| 731611 | Postage | | | | | | |
| 731010 | Telephone Service | | | | | | |
| 731820 | Bad Debt Expense | | | | | | |
| 722430 | Contract Services | | | | | | |
| 722340 | Exterminating Services | | | | | | |
| 725910 | Equipment Rental | | | | | | |
| 732250 | License & Permits | | | | | | |
| 723210 | General Liability Insurance | | | | | | |
| 722430 | Cable TV Expense | | | | | | |
| 726020 | Security Guard Service | | | | | | |
| 722341 | Janitorial Service | | | | | | |
| 749245 | Housekeeping Supplies | | | | | | |
| 722320 | Laundry Service (Rooms/Restaurant) | | | | | | |
| 749240 | Linen Purchases | | | | | | |
| 749231 | Serviceware/Disposalbe Serviceware | | | | | | |
| 749620 | Decorations | | | | | | |
| 743110 | Maintenance Parts and Supplies | | | | | | |
| 747021 | Other Minor Equipment - Less than $750 | | | | | | |
| 749660 | Miscellaneous Other Operating Supplies | | | | | | |
| 722010 | Electric Service | | | | | | |
| 722020 | Natural Gas Service | | | | | | |
| 722110 | Water & Sewer | | | | | | |
| 749806 | Florida Sales Tax | | | | | | |
| | **Total Operating Expenses** | $0.00 | % | $0.00 | % | $0.00 | % |
| | | | | | | | |
| | **Total Expenses W/Out Sales Tax** | $0.00 | % | $0.00 | % | $0.00 | % |
| | | | | | | | |
| | **Net Operating Income to MDAD (Net Revenues -Total Exp W/O S. Tax)** | $0.00 | % | $0.00 | % | $0.00 | % |
| | | | | | | | |
| | ***DO NOT INCLUDE FEES ON THIS SCHEDULE*** | | | | | | |
| 749890 | **Fixed Management Fee** | | | | | | |
| 749891 | **Variable Management Fee** | | | | | | |
| | | | | | | | |
| | **Total to Management Company** | $0.00 | % | $0.00 | % | $0.00 | % |

**Miami International Airport**
**Hotel and Related Amenities and**
**Food And Beverage Facilities**

**Proposer:** _____

**EXHIBIT J - Twelve Month Budget -**
**Consolidated and by Facility**
**Fiscal Year** ____

| CODE | DESCRIPTION | APRIL | % | MAY | % | JUNE | % |
|---|---|---|---|---|---|---|---|
| | **Revenue Sources** | | | | | | |
| | Room Day | | | | | | |
| | Room Night | | | | | | |
| | Telephone Revenue | | | | | | |
| | Auditorium | | | | | | |
| | Other Income (List) | | | | | | |
| | Food Sales | | | | | | |
| | Liquor Sales | | | | | | |
| | Wine Sales | | | | | | |
| | Beer Sales | | | | | | |
| | **Total Gross Revenues** | $0.00 | % | $0.00 | % | $0.00 | % |
| | **Less Sales Tax** | | | | | | |
| | **Total Net Revenues** | | | | | | |
| | | | | | | | |
| | **Cost of Sales** | | | | | | |
| 749810 | Food | | | | | | |
| 749830 | Liquor | | | | | | |
| 749825 | Wine/Beer | | | | | | |
| 749820 | Beverage | | | | | | |
| | Other (List) | | | | | | |
| | **Total Cost of Sales** | $0.00 | % | $0.00 | % | $0.00 | % |
| | | | | | | | |
| | **Payroll** | | | | | | |
| 701110 | Full Time Salaries | | | | | | |
| 700160 | Overtime | | | | | | |
| 700112 | Part Time Salaries | | | | | | |
| 700150 | Sick Leave | | | | | | |
| 700151 | Holiday Leave | | | | | | |
| 700152 | Vacation | | | | | | |
| | **Total Payroll** | $0.00 | % | $0.00 | % | $0.00 | % |
| | | | | | | | |
| 701010 | Social Security | | | | | | |
| 701116 | Unemployment Insurance | | | | | | |
| 701110 | Health Insurance | | | | | | |
| 701115 | Workers Compensation | | | | | | |
| | **Total Fringe Benefits** | $0.00 | % | $0.00 | % | $0.00 | % |
| | | | | | | | |
| | **Total Payroll and Fringe Benefits** | $0.00 | % | $0.00 | % | $0.00 | % |
| | | | | | | | |
| | **Operating Expenses:** | | | | | | |
| 749885 | Reservation Expense | | | | | | |
| 749886 | Travel Agent Commission | | | | | | |
| 721310 | Credit Card Fees | | | | | | |
| 726110 | Data Processing (Payroll) | | | | | | |
| 721630 | Employment Related Examinations | | | | | | |
| 731403 | Employment Classified Advertisement | | | | | | |

**Miami International Airport**
**Hotel and Related Amenities and**
**Food And Beverage Facilities**

**Proposer:** _____

**EXHIBIT J - Twelve Month Budget -**
**Consolidated and by Facility**
**Fiscal Year** _____

| CODE | DESCRIPTION | APRIL | % | MAY | % | JUNE | % |
|---|---|---|---|---|---|---|---|
| 733030 | Employee Parking Expense | | | | | | |
| 732020 | Employee Training | | | | | | |
| 749310 | Employee Uniforms | | | | | | |
| 731130 | Memberships Dues/Subscriptons (MIA Hotel) | | | | | | |
| 721010 | Annual External Audit | | | | | | |
| 747010 | Office Supplies | | | | | | |
| 747015 | Printing & Stationary | | | | | | |
| 731450 | Advertising | | | | | | |
| 731611 | Postage | | | | | | |
| 731010 | Telephone Service | | | | | | |
| 731820 | Bad Debt Expense | | | | | | |
| 722430 | Contract Services | | | | | | |
| 722340 | Exterminating Services | | | | | | |
| 725910 | Equipment Rental | | | | | | |
| 732250 | License & Permits | | | | | | |
| 723210 | General Liability Insurance | | | | | | |
| 722430 | Cable TV Expense | | | | | | |
| 726020 | Security Guard Service | | | | | | |
| 722341 | Janitorial Service | | | | | | |
| 749245 | Housekeeping Supplies | | | | | | |
| 722320 | Laundry Service (Rooms/Restaurant) | | | | | | |
| 749240 | Linen Purchases | | | | | | |
| 749231 | Serviceware/Disposalbe Serviceware | | | | | | |
| 749620 | Decorations | | | | | | |
| 743110 | Maintenance Parts and Supplies | | | | | | |
| 747021 | Other Minor Equipment - Less than $750 | | | | | | |
| 749660 | Miscellaneous Other Operating Supplies | | | | | | |
| 722010 | Electric Service | | | | | | |
| 722020 | Natural Gas Service | | | | | | |
| 722110 | Water & Sewer | | | | | | |
| 749806 | Florida Sales Tax | | | | | | |
| | **Total Operating Expenses** | $0.00 | % | $0.00 | % | $0.00 | % |
| | **Total Expenses W/Out Sales Tax** | $0.00 | % | $0.00 | % | $0.00 | % |
| | **Net Operating Income to MDAD (Net Revenues -Total Exp W/O S. Tax)** | $0.00 | % | $0.00 | % | $0.00 | % |
| | ***DO NOT INCLUDE FEES ON THIS SCHEDULE*** | | | | | | |
| 749890 | **Fixed Management Fee** | | | | | | |
| 749891 | **Variable Management Fee** | | | | | | |
| | | | | | | | |
| | **Total to Management Company** | $0.00 | % | $0.00 | % | $0.00 | % |

**Miami International Airport**
**Hotel and Related Amenities and**
**Food And Beverage Facilities**

**Proposer:** _____

**EXHIBIT J - Twelve Month Budget -**
**Consolidated and by Facility**

**Fiscal Year** _____

| CODE | DESCRIPTION | JULY | % | AUG | % | SEPT | % |
|---|---|---|---|---|---|---|---|
| | **Revenue Sources** | | | | | | |
| | Room Day | | | | | | |
| | Room Night | | | | | | |
| | Telephone Revenue | | | | | | |
| | Auditorium | | | | | | |
| | Other Income (List) | | | | | | |
| | Food Sales | | | | | | |
| | Liquor Sales | | | | | | |
| | Wine Sales | | | | | | |
| | Beer Sales | | | | | | |
| | **Total Gross Revenues** | $0.00 | % | $0.00 | % | $0.00 | % |
| | **Less Sales Tax** | | | | | | |
| | **Total Net Revenues** | | | | | | |
| | | | | | | | |
| | **Cost of Sales** | | | | | | |
| 749810 | Food | | | | | | |
| 749830 | Liquor | | | | | | |
| 749825 | Wine/Beer | | | | | | |
| 749820 | Beverage | | | | | | |
| | Other (List) | | | | | | |
| | **Total Cost of Sales** | $0.00 | % | $0.00 | % | $0.00 | % |
| | | | | | | | |
| | **Payroll** | | | | | | |
| 701110 | Full Time Salaries | | | | | | |
| 700160 | Overtime | | | | | | |
| 700112 | Part Time Salaries | | | | | | |
| 700150 | Sick Leave | | | | | | |
| 700151 | Holiday Leave | | | | | | |
| 700152 | Vacation | | | | | | |
| | **Total Payroll** | $0.00 | % | $0.00 | % | $0.00 | % |
| | | | | | | | |
| 701010 | Social Security | | | | | | |
| 701116 | Unemployment Insurance | | | | | | |
| 701110 | Health Insurance | | | | | | |
| 701115 | Workers Compensation | | | | | | |
| | **Total Fringe Benefits** | $0.00 | % | $0.00 | % | $0.00 | % |
| | | | | | | | |
| | **Total Payroll and Fringe Benefits** | $0.00 | % | $0.00 | % | $0.00 | % |
| | | | | | | | |
| | **Operating Expenses:** | | | | | | |
| 749885 | Reservation Expense | | | | | | |
| 749886 | Travel Agent Commission | | | | | | |
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**Miami International Airport**
**Hotel and Related Amenities and**
**Food And Beverage Facilities**

**Proposer:** _____

**EXHIBIT J - Twelve Month Budget -**
**Consolidated and by Facility**
**Fiscal Year _____**

| CODE | DESCRIPTION | JULY | % | AUG | % | SEPT | % |
|---|---|---|---|---|---|---|---|
| 733030 | Employee Parking Expense | | | | | | |
| 732020 | Employee Training | | | | | | |
| 749310 | Employee Uniforms | | | | | | |
| 731130 | Memberships Dues/Subscriptons (MIA Hotel) | | | | | | |
| 721010 | Annual External Audit | | | | | | |
| 747010 | Office Supplies | | | | | | |
| 747015 | Printing & Stationary | | | | | | |
| 731450 | Advertising | | | | | | |
| 731611 | Postage | | | | | | |
| 731010 | Telephone Service | | | | | | |
| 731820 | Bad Debt Expense | | | | | | |
| 722430 | Contract Services | | | | | | |
| 722340 | Exterminating Services | | | | | | |
| 725910 | Equipment Rental | | | | | | |
| 732250 | License & Permits | | | | | | |
| 723210 | General Liability Insurance | | | | | | |
| 722430 | Cable TV Expense | | | | | | |
| 726020 | Security Guard Service | | | | | | |
| 722341 | Janitorial Service | | | | | | |
| 749245 | Housekeeping Supplies | | | | | | |
| 722320 | Laundry Service (Rooms/Restaurant) | | | | | | |
| 749240 | Linen Purchases | | | | | | |
| 749231 | Serviceware/Disposalbe Serviceware | | | | | | |
| 749620 | Decorations | | | | | | |
| 743110 | Maintenance Parts and Supplies | | | | | | |
| 747021 | Other Minor Equipment - Less than $750 | | | | | | |
| 749660 | Miscellaneous Other Operating Supplies | | | | | | |
| 722010 | Electric Service | | | | | | |
| 722020 | Natural Gas Service | | | | | | |
| 722110 | Water & Sewer | | | | | | |
| 749806 | Florida Sales Tax | | | | | | |
| | **Total Operating Expenses** | $0.00 | % | $0.00 | % | $0.00 | % |
| | | | | | | | |
| | **Total Expenses W/Out Sales Tax** | $0.00 | % | $0.00 | % | $0.00 | % |
| | | | | | | | |
| | **Net Operating Income to MDAD (Net Revenues -Total Exp W/O S. Tax)** | $0.00 | % | $0.00 | % | $0.00 | % |
| | | | | | | | |
| | ***DO NOT INCLUDE FEES ON THIS SCHEDULE*** | | | | | | |
| 749890 | **Fixed Management Fee** | | | | | | |
| 749891 | **Variable Management Fee** | | | | | | |
| | | | | | | | |
| | **Total to Management Company** | $0.00 | % | $0.00 | % | $0.00 | % |

# EXHIBIT K
# EXECUTED LABOR PEACE AGREEMENT(S)

# EXHIBIT L
# EXECUTED AFFIDAVITS OF SUCCESSFUL PROPOSER

# EXHIBIT M
# TRANS FATS RESOLUTION

# REQUEST FOR PROPOSALS

# FOR

# NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES

## RFP No. MDAD-08-12

PRE-PROPOSAL CONFERENCE TO BE HELD ON

**at P.M., (LOCAL TIME)**

at

4200 N.W. 36th

BUILDING 5A, 4th FLOOR

CONFERENCE ROOM E

ISSUING DEPARTMENT:

MIAMI-DADE AVIATION DEPARTMENT

CONTRACTS ADMINISTRATION DIVISION


CONTRACTING OFFICER: LENORA ALLEN-JOHNSON

TELEPHONE: 305-876-8065

FACSIMILE: 305-876-8068

EMAIL: lallen-johnson@miami-airport.com


PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW

NO LATER THAN

**FRIDAY, , 2012**

**at 2:00 P.M. (LOCAL TIME) ("PROPOSAL DUE DATE AND TIME")**

at

CLERK OF THE BOARD

STEPHEN P. CLARK CENTER

111 NW 1st STREET, 17TH FLOOR, SUITE 202

MIAMI, FLORIDA 33128-1983

ALL PROPOSALS RECEIVED AND TIME STAMPED BY THE CLERK OF THE BOARD PRIOR TO THE PROPOSAL SUBMITTAL DEADLINE SHALL BE ACCEPTED AS TIMELY SUBMITTED. THE CIRCUMSTANCES SURROUNDING ALL PROPOSALS RECEIVED AND TIME STAMPED BY THE CLERK OF BOARD AFTER THE PROPOSAL SUBMITTAL DEADLINE WILL BE EVALUATED BY MDAD IN CONSULTATION WITH THE COUNTY ATTORNEY'S OFFICE TO DETERMINE WHETHER THE PROPOSAL WILL BE ACCEPTED AS TIMELY. PROPOSALS WILL BE OPENED PROMPTLY AT THE TIME AND PLACE SPECIFIED. THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL TO THE CLERK OF THE BOARD ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. MIAMI-DADE COUNTY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE.

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**Attachments to the RFP document:**

**Appendix A:** Questionnaire and Minimum Qualifications Form
**Appendix B:** Management Fee Form
**Appendix C:** Acknowledgement of Addenda
**Appendix D:** Lobbyist Registration for Oral Presentation Affidavit
**Appendix E-1:** Single Form Execution Affidavits
- Public Entity Crimes Affidavit
- Criminal Record Affidavit
- Work History Disclosure Affidavit

**Appendix E-2:** Condition of Award Requirements
- Affirmation of Vendor Affidavits
- Collusion
- Sudan/Iran Affidavit
- Subcontracting Policies Statement (No format, insert document)
- Subcontractor/Supplier Listing
- Proof of Authorization to do Business (No format, insert document)

**Appendix F:** Local Business Preference
**Appendix G:** Proposal Guaranty Bond Form
**Appendix H:** Lobbying Rules
**Appendix I:** Airport Concession Disadvantaged Business Enterprise Participation

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Plan/Provision

**Appendix J:** Labor Peace Agreement (to be submitted with Proposal)-

## 5.0 Form of Management Agreement

**Exhibits to the Management Agreement:**

| | |
|---|---|
| **Exhibit A:** | Facilities |
| **Exhibit B:** | Accounting and Internal Control Procedures |
| **Exhibit C** | Cover Page and Daily Deposit of Gross Revenues Report |
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| **Exhibit E** | Summary of Physical Inventory for the Month |
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| **Exhibit H:** | Request for Replenishment |
| **Exhibit I:** | Executed ACDBE participation forms (Submitted as Appendix I with their Proposal) |
| **Exhibit J** | Budget Instructions and Twelve Month Budget – Consolidated and by Facility (Exhibit J as submitted with the Proposal) |
| **Exhibit K** | Executed Labor Peace Agreement(s) |
| **Exhibit L** | Executed Affidavits of Successful Proposer |
| **Exhibit M** | Trans Fats Resolution |

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# DEFINITIONS

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

a) The term "**Agreement**" or "**Contract**" shall mean the Management Agreement and all attachments thereto and a part thereof entered into by the County and the Successful Proposer, including all of its terms and conditions, attachments, exhibits, and amendments.

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

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

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

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

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

g) The term "**Department**" or "**MDAD**" shall mean the Miami-Dade Aviation Department. Wherein in this solicitation document, rights are reserved to the County, MDAD may exercise such rights.

h) The term "**Effective Date**" shall mean the date that appears in the first paragraph of the Management Agreement.

i) The term "**Facilities**" shall mean the hotel, food and beverage and related facilities.

j) The term "**Management**" shall mean the firm, company, joint venture, corporation, partnership, or individual approved to oversee the operations of the MIA Hotel.

k) The term "**Management Fee**" shall mean the fee paid to the Successful Proposer for operating, managing and maintaining the Facilities.

l) The term "**Monthly Variable Management Fee**" shall mean the fee paid to Management as an incentive for superior performance as referenced in Sub-Article 6.02.

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m) The term **"Net Operating Income", "NOI"** shall be calculated as follows: Gross Revenues, plus Allowances and Rebates, less Reimbursable Operating Expenses, sales taxes collected from customers and remitted to the State of Florida, the Management Fee pursuant to Article 6.01 of the Management Agreement, and prepaid and other operating expenses paid directly by the Department.

n) The term **"Proposal"** shall mean a Proposer's written response to this solicitation document.

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

p) The term **"Proposer"** or **"Respondent"**, **"Submitter"**, **"Vendor"**, **"Bidder"** or "Contractor" shall mean the person, firm, entity or organization submitting a response to this solicitation.

q) The term **"Solicitation"** shall mean this Request for Proposals and all associated addenda and attachments.

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

s) The term **"Successful Proposer"** shall mean the Proposer that receives any award of a Contract from the County as a result of this solicitation.

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# SECTION 1.0
# INTRODUCTION/BACKGROUND, SCOPE OF SERVICES, MINIMUM QUALIFICATIONS, AND CONTRACT MEASURES

## 1.1 INTRODUCTION/BACKGROUND

Miami-Dade County (the "County"), as represented by the Miami-Dade Aviation Department ("MDAD"), requires the services of a qualified firm to manage the Hotel MIA, related amenities and food and beverage Facilities (Facilities) located at Terminal E, 2nd level of Miami International Airport for a term of seven (7) years with an option of three-one (1) year extensions.

The Miami International Airport (MIA) Hotel remains a successful independent hotel because of its ability to be distinctive in the airport – district market. It's in a prime terminal location that is ideal for travelers arriving late or having to depart for an early morning flight. Also, the tranquility and convenience of a sound proof room appeals to a diverse number of foreign travelers. The MIA Hotel leads the surrounding marketplace in both Average Daily Rate (ADR) and occupancy.

## 1.2 SCOPE OF SERVICES

MDAD is seeking a qualified company to manage, operate and maintain a well-appointed, full service hotel, related amenities and food and beverage facilities in a first class manner 365 days a year.

A. General

Management, on a twenty-four (24) hour basis shall: (i) operate and maintain the Facilities in a neat, clean, and first-class manner and condition; (ii) provide sufficient and trained personnel; (iii) provide safe and secure Facilities for guests; (iv) provide prompt, courteous and exceptional customer service; (v) operate in a cost effective and efficient manner. Management shall provide such reasonable services as needed or desirable to minimize cost and control expenditures, as well as develop strategies to maximize sales and optimize net income (yield).

B. Manage

1. Marketing: Management shall develop a marketing plan to submit along with the annual budget which shall analyze the competitions in the surrounding airport area and develop an action plan by market segment to address sales by room type. The room

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breakdown shall be accompanied by a rate structure for seasonal room rack rate.

2. Rental Rates: Management shall develop and submit for Department approval a unified pricing policy for each hotel room and meeting room type which stratifies pricing according to category. All proposed contracts between the hotel, the airlines, and travel agents must be submitted for prior approval to the Department.

   The Department shall have further rights to utilize its own employees or engage another Company to provide said services in meeting rooms independent of the Agreement. If the Department engages another company to provide services in meeting rooms which are covered by the Agreement, the other company will indemnify Management or name Management as an additional insured. In such event, the revenue from such operation shall not be included as Gross Revenue under the Agreement.

3. Hurricane/Disaster Response:
   Management shall assist/participate in providing guest rooms, meeting rooms, food and beverage and personnel as warranted in the event of a hurricane, mass migration, natural, or manmade disaster(s) preparedness, and/or response. Such costs are included in operational expenses.

4. Food and Beverage Services:
   Management shall operate food and beverage services as assigned, including special or catered events, purchasing of food, to the preparation of meals and providing customer service. Management shall comply with the requirements of the multiple agencies overseeing food safety in Florida. These include but are not limited to: the Department of Health, the Department of Agriculture and Consumer Services, and the Department of Business and Professional Regulation.

   Management may submit proposed concepts supported with projected revenues, but the MDAD Project Manager approves changes.

C. Operate
Monitor customer service program(s), and respond to customer/passenger complaints on a timely basis. Management will submit their customer service-training program within thirty (30) days of the Effective Date of the Agreement, for prior approval by the Department.

Management shall participate in MDAD customer service program(s) and airport-wide customer service program implemented by the Department.

D. Maintain

Maintain or cause to maintain the Facilities pursuant to Department standards, as may be promulgated from time to time. Coordinate and maintain general oversight of deliveries of goods and products for the operations. Provide a comprehensive system (either manual or computerized) subject to prior approval of the Department that will track room repairs and monitor preventive maintenance for facilities. Room repair information should include type of repair, time and labor expended to do repair and cost of supplies used for repair. Documentation should be retained for at least 3 years and provided to the Department upon request for review.

Management shall plan, organize and control in accordance with the annual budget approved by the Department.

## 1.3 MINIMUM QUALIFICATIONS

1) Proposers should demonstrate five (5) consecutive years of experience operating a full service hotel with good ratings within the last ten (10) years in each of the following capabilities: managing, operating and maintaining a minimum of 250 rooms at any one single location.

2) Proposer should provide evidence for the five (5) qualifying years (referenced above) that they have generated at least an aggregate of $50,000,000 in annual Gross Revenues operating a full service hotel.

3) If the Proposer is a Joint Venture, then at least one of the Joint Venture Partners should satisfy all of the foregoing Minimum Qualifications Requirements.

4) Must be authorized to do business in the State of Florida.

A Proposer, whether a joint venture or otherwise, may proffer the experience of its corporate parent, sister, or subsidiary ("an affiliated company") in meeting these requirements. However, given the unique nature of individual corporate relationships. Proposers seeking to rely on the experience of an affiliated company should be advised that the Selection Committee shall have the discretion to determine what weight, if any, it wishes to give such proffered experience on a case-by-case basis, and may base such decision on the relationship between the Proposer and the affiliate, as evidenced by whatever

documentation is provided in the Proposal submission or otherwise presented at the request of the Selection Committee.

## 1.4 CONTRACT MEASURES

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

1. Maximize ACDBE by meeting or exceeding the ACDBE goal under the Management Agreement.
2. Develop, implement, manage, and monitor a program to identify and include Local/Small/ACDBE businesses in the concession programs.
3. Describe the extent and type of ACDBE subleasing in the Program.
4. Submit an ACDBE business opportunities outreach program for concession opportunities, subject to the Department's approval.

## 1.5 ORGANIZATIONAL CONFLICT OF INTEREST

Management (including affiliates, subsidiaries, and parent companies) shall not operate, maintain or manage other hotels on Miami International Airport property during the term or extension of the agreement.

# SECTION 2.0
# RFP SUBMITTAL PROCESS

## 2.1 RFP AVAILABILITY

Copies of this solicitation package can be obtained through the MDAD, Contracts Administration Division, in person or via courier at 4200 NW 36th Street, Building 5A, 4th Floor, Miami, FL 33122, or through a mail request to P.O. Box 025504, Miami, FL 33102-5504. The cost for each solicitation package is $50.00 **(non-refundable) check or money order** payable to: Miami-Dade Aviation Department.

Proposers who obtain copies of this solicitation from sources other than MDAD's Contracts Administration Division risk the potential of not receiving addenda, since their names will not be included on the list of firms participating in the process for this particular solicitation. Such Proposers are solely responsible for those risks and the County bears no liability. **(See Section 2.4)**

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## 2.2 PROPOSAL SUBMITTAL

An original and ten (10) copies (a total of 11) of the complete Proposal (Technical Proposal and Management Fee) must be received by the due date as specified in the advertisement for this RFP ("Proposal Due Date And Time"), as may be amended by Addendum. One (1) PDF version of the complete Proposal must be submitted in a CD format. Please note Section 3.7 regarding proprietary/confidential information. The original shall be unbound and all copies must be bound and submitted in an envelope or container stating on the outside the Proposer's name, address, telephone number and RFP number, RFP title, and Proposal Due Date to:

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

Both the Technical (Quality) Proposal and the Management Fee Form must be signed by an officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. In the absence of a corporate seal, the documents must be notarized by a Notary Public. The submittal of a proposal by a Proposer will be considered by MDAD as constituting an offer by the Proposer to perform the services outlined in this RFP, at the management fee submitted and in accordance with the terms and conditions herein, until the Board of County Commissioners awards the Agreement, if the Proposer is the Successful Proposer. The Proposer also agrees to honor and comply with the terms of the executed Agreement, if the Proposer is the Successful Proposer.

Hand-carried Proposals may be delivered to the above address **ONLY** between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding holidays observed by the County. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

## 2.3 PROPOSAL FORMAT

### A. INSTRUCTIONS TO THE PROPOSERS

The Proposer should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics) are to be submitted on 8 ½" X 11" pages, neatly typed on one side only, with normal margins and spacing. All documents and information must be fully completed

and signed as required. Proposals that do not include the required documents may be deemed non-responsive and may not be considered for contract award.

## B. CONTENTS OF PROPOSAL

The Proposal must consist of two (2) parts: (A) Technical Proposal, and (B) Management Fee Form as follows:

### 1. TECHNICAL PROPOSAL (Part A)

A Technical Proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the submittal. A Technical Proposal must include the following information:

a) Table of Contents

The table of contents should outline, in sequential order, the major areas of the Technical Proposal. All pages of the Technical Proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

b) Questionnaire and Minimum Qualifications Form

The "Questionnaire and Minimum Qualifications Form" (see Appendix A) is to be completed and signed by an authorized officer of the Proposer submitting the Proposal.

c) Executive Summary

The executive summary shall briefly and concisely describe the basic services offered by the Proposer; the Proposer's ability to perform the work requested in this RFP; the background, experience and qualifications of the Proposer and the Subcontractors/Subconsultants; the qualifications of the Proposer's personnel to be assigned to this project; and, any other information called for by this RFP, which the Proposer deems relevant. The executive summary should be no longer than four (4) pages.

d) Proof of Minimum Qualifications

The Proposer should verify its ability to satisfy all of the minimum qualifications (**see Appendix A** "Questionnnaire and Minimum Qualifications Form"). Proposers who are less qualified, than is called for in this solicitation, or who are relying on qualifications of separate corporate entities, may

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receive less, or no points, from the Selection Committee, if such lack of experience would or could suggest that there is an inability to provide the services required in the manner contemplated by this solicitation.

e) Technical Information

1) The Proposer shall describe its specific policies, plans, procedures or techniques to be used in providing services. (See Section 1.2, "Scope of Services"). The Proposer shall also describe its approach to project organization and management, and the responsibilities of Proposer's management and personnel that will perform work pursuant to this project.

2) The Proposer shall provide an organizational chart including titles for all personnel to be assigned to this project. The chart must clearly identify the Proposer's key personnel. Key personnel include all partners, managers, senior partners and other professional staff that will perform services on this project.

The Proposer shall describe their key personnel's experience, qualifications, functions to be performed and other vital information including relevant experience on previous similar projects. The Proposer shall also provide their resumes with job descriptions and other detailed qualification information.

Note: After Proposal submission, the Proposer has a continuing obligation to advise the Department of any changes, intended or otherwise, to the key personnel identified in its Proposal.

f) Proposer's Experience, Past Performance, Litigation, Convictions, Indictments, or Investigations, Affiliations, and References

1) Experience: The Proposer shall provide a history of its background and experience in managing, operating, and maintaining full service hotels. The Proposer shall state the number of years that it has been in existence, the current number of employees, and the primary markets served. This section of the Proposal should include the following:

i. Names and addresses of hotel programs developed and managed or operated by the

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Proposer for the five qualifying years.

ii. Per facility listing of all locations for Proposer's experience. The facility name, location, square footage, type of operation, annual gross revenues, airport or property owner rent, percentage rent, required customer service efforts, or any other details of the rent structure as well should be included.

iii. A detailed corporate history of hotel and hospitality experience.

iv. Other information that supports the Proposer's experience as it pertains to the RFP.

2) Specific Project Experience: The Proposer shall provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past five (5) years. For each comparable contract, the Proposer should identify: (i) the client, (ii) a description of the work performed, (iii) the total dollar value of the contract, (iv) the contract duration, (v) the client contact person and telephone number for reference, (vi) a statement or notation of whether Proposer(s) is/was the primary consultant / contractor or subcontractor / subconsultant, and (vii) the results of the project. The Proposer shall also list and describe any projects performed for government clients or similar sized private entities, and any work performed for the County.

i. Provide Marketing Program.

1. Provide a description of the proposed plan, demonstrating an understanding of the market segments identified and targeted for this property.

2. Demonstrate an understanding of the existing airport market and competitive market set and conditions that support the plan.

ii. Provide examples of marketing programs undertaken to promote sales and customer service including samples of advertisements, promotional materials, flyers, coupons, etc.

iii. Provide information on quality monitoring programs

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that the Proposer has implemented at other venues. This shall include both descriptive information and sample evaluation forms from quality audits, performance standard evaluations, or other similar programs. Provide a Twelve Month Budget consolidated and by facility for the Hotel and related amenities as instructed in Exhibit J of the Agreement.

Proposers should provide a realistic estimate of the expected annual Gross Revenues and Expenses to be derived from proposed operations.

3) Additional Experience: The Proposer shall describe any other experiences or information related to the Services described in Section 1.2, Scope of Services. (e.g. software/hardware information, training, etc.).

4) Past Performance: List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Code, which requires that "a Bidder's or Proposer's past performance on County contracts be considered in the selection of consultants and contractors for future County contracts." The Proposer must list and describe all work performed or being performed for Miami-Dade County, include the name of the County department which administers or administered the contract(s); the contact person(s) on the contract(s) and their contact telephone number(s); the dates covering the term of the contract(s); the dollar value of the contract(s), whether or not the County contract was audited by the County and the results therefrom, and the name, address, telephone number, responsibilities and employment status of the management team including, but not limited, to: the General Manager, Facilities Manager, Sales Director and Accounting Manager assigned to any County contract within the last five (5) years.

5) Litigation: The Proposer shall describe any prior or pending litigation, in which (i) the Proposer, (ii) any member of a joint venture, (iii) Subcontractors, (iv) any of those entities' subsidiaries, affiliates or parent companies, or (v) any of those entities' employees is or has been involved within the last ten (10) years which arise out of their employment. If so, give details.

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6) Convictions, Indictments, or Investigations: Has the organization of the Proposer or any of its directors, officers, partners or supervisory personnel including those of any Joint Venture ever been party to any criminal action relating directly or indirectly to the general conduct of the business of the Proposer herein? Identify any criminal convictions or civil judgments for the last the (10) years, and pending criminal indictments or governmental/regulatory investigations. Information must include: (i) nature of the offense; (ii) sentence, fines, restitution or probation imposed; (iii) jurisdiction of occurrence; (iv) indicting or investigative authority; and (v) status of indictment or investigation.

7) Affiliations: Please state whether the Proposer, any Principal of Proposer, any family member of any Principal, or any person or entity with which such person has a business relationship, has or had within the last ten (10) years (a) directly or indirectly a business relationship with Miami-Dade County (including Miami-Dade Aviation), (b) directly or indirectly receives or received revenues from Miami-Dade County (including Miami-Dade Aviation) or (c) directly or indirectly receives or received revenue from the result of conducting business on County property or pursuant to any contract with the County. Please describe such relationship.

   Please also state whether the Proposer, any Principal of Proposer or any of their family members has or had with the last ten (10) years, a direct or indirect business relationship with any elected or appointed County official or an affiliate or with any County employee or any affiliate, and fully describe such business relationship.

8) References: The Proposer shall provide customer references for similar projects, in scope and magnitude preferably in an airport environment, which the Proposer has either ongoing or completed within the last three (3) years.

g. Financial Capacity to Perform

This section should include the documentation requested below for the proposing company and individual companies comprising a team or joint venture for the purpose of providing Hotel Management services.

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All Proposers must provide information on:

1) Company Information:

- Financial relationships and responsibilities with regard to parent, subsidiary, or related companies
- The percentage of equity of any partnerships formed for the Proposal
- A list of all related party businesses, transactions and interests. "Related Parties" is specifically defined in Section 4.08 of the Agreement.

2) References:

The Proposer shall list three (3) business references related to Hotel Management operations (as defined in Section 1.3 Minimum Qualifications) performed during five (5) consecutive years within the last ten (10) years. Proposer shall provide for each reference a contact name, business title of the individual, phone number, fax number and email address.

3) Financial Background Information:

In order to establish the financial stability of the proposing company, the Department requires that the following historical financial information and that of any joint venture or affiliated entities be included:

i) In accordance with Section 1.3 - Minimum Qualifications, the proposing company shall provide evidence generating an aggregate of $50,000,000 in annual Gross Revenues during the five (5) consecutive years of operating a full service hotel by providing audited or reviewed financial statements prepared in accordance with generally accepted accounting principles (GAAP) of the Hotel operated by the proposing company **for each year during** the consecutive five (5) year period or if no audited or reviewed financial statements are available, then provide the five (5) federal income tax returns filed with the Internal Revenue Service (IRS) during the same consecutive five (5) year period.

If the Proposer's five (5) consecutive year period ended outside of the last two current years, also include:

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ii) Audited or reviewed comparative financial statements for the last two fiscal years prepared in accordance with generally accepted accounting principles (GAAP), or International Financial Reporting Standards (FRS) reflecting current financial conditions; if there are no audited or reviewed financial statements available, then provide the last two (2) federal income tax returns filed with the Internal Revenue Service (IRS) and,

iii) An interim balance sheet and income statement for any period of time in excess of six months of the financial statements submitted as part of (ii) above, reflecting any significant financial events occurring subsequent to the closing date; if no significant events occurred, please state that fact.

4) Requested Information from Subsidiaries:

The Proposer must state whether the proposing company operates as a subsidiary of another company. If the proposer is operating as a subsidiary of another company, then:

Include the parent company's financial information, to include audited or reviewed financial statements for the last three (3) years or if no audited or reviewed financial statements are available, then provide the latest three (3) federal income tax returns filed with the Internal Revenue Service (IRS). Also provide information on the parent company's financial relationship and responsibilities to the subsidiary or related company.

h) Subcontractors/Subconsultants Performing Services

The Proposer shall also include a list of the names and addresses of all major first tier Subcontractors/Subconsultants, and describe the extent of work to be performed by each one. Include resumes for the Subcontractors/Subconsultants' key personnel.

i) Submission of Required Documentation

The Proposer must complete, sign as required, and submit the following documents as part of its Proposal, which have been

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included as attachments to this RFP:

**Appendix A:** Questionnaire and Minimum Qualifications Form
**Appendix B:** Management Fee Form
**Appendix C:** Acknowledgement of Addenda
**Appendix D:** Lobbyist Registration for Oral Presentation
**Appendix E-1:** Single Form Execution Affidavits

- Public Entity Crimes Affidavit
- Criminal Record Affidavit
- Work History Disclosure Affidavit

**Appendix E-2:** Condition of Award Requirements

- Affirmation of Vendor Affidavits
- Collusion Affidavit
- Sudan/Iran Affidavit
- Subcontracting Policies Statement (No format, insert document)
- Subcontractor/Supplier Listing
- Proof of Authorization to do Business (No format, insert document)

**Appendix F:** Local Business Preference
**Appendix G:** Proposal Guaranty Bond Form
**Appendix I:** Airport Concession Disadvantaged Business Enterprise Participation Plan/Provision
**Appendix J:** Labor Peace Agreement (to be submitted with Proposal)

**2. Management Fee (Part B)**

The Proposer must submit the executed Management Fee Form (see Appendix B) with the technical Proposal. The Proposer's Management Fee shall be submitted in the manner required herein. There are no exceptions allowed to this requirement. Proposers who do not submit pricing in accordance with this RFP document shall be deemed non-responsive.

The Management Fee must contain all information required in the Management Fee Form. Proposers cannot qualify, place conditions or additional terms with the Management Fee Form. Proposers who place qualifications, conditions or additional terms with the Management Fee Form may be found non-responsive. The Management Fee as submitted is not subject to being increased in negotiations, if negotiations are allowed.

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The Management Fee shall equal the sum of management's cost for expenditures pursuant to Sub-Article 5.15 and those that are non-reimbursable pursuant to Sub-Article 5.17 of the Agreement, plus management's reasonable profit.

## 2.4 ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be submitted in writing via facsimile number (305) 876-8068 and/or email to the designated Contracting Officer herein, located at MDAD, Building 5A, 4200 N.W. 36th Street, 4th Floor, Miami, Florida 33122, in accordance with Section 2.7, "Cone of Silence," at least fourteen (14) calendar days prior to the originally established due date for Proposals. The facsimile cover sheet must contain the RFP number and title, the Proposer's name, address, telephone and facsimile number, and the Proposer's contact person.

MDAD will issue responses to inquiries, and any other corrections or amendments it deems necessary, in written addenda prior to the deadline for Proposals. The Proposer shall not rely on any representations, statements or explanations, including but not limited to statements made at pre-bid conferences; however, the Proposer may rely on representations, statements, or explanations made in this RFP or in any written addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is a Proposer's responsibility to ensure receipt of all addenda. The Proposer should verify with the Contracting Officer, prior to submitting a Proposal, that all addenda have been received. The Proposer is required to acknowledge the number of addenda (see Appendix C, Acknowledgement of Addenda) received as part of their Proposal.

## 2.5 RESPONSIBILITY OF PROPOSER

It is the sole responsibility of the Proposer to become thoroughly familiar with the RFP requirements and all terms and conditions of the Agreement affecting the performance of this RFP. Pleas of ignorance by the Proposer of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the Department, or the compensation to be paid to the Successful Proposer.

It shall be the responsibility of the Proposer to examine the entire RFP document and Agreement, and to become fully informed of the conditions to be encountered from the Agreement to be performed.

## 2.6 PRE-PROPOSAL CONFERENCE

A Pre-proposal Conference has been scheduled for the date, time and place specified in the advertisement for this RFP. The purpose of this Pre-proposal Conference is to review the scope of services and response requirements, and to afford Proposers an opportunity to seek clarifications prior to the due date for Proposals. The Proposer is encouraged to submit any questions they may have, in writing, to the Contracting Officer in advance of the Pre-proposal Conference.

## 2.7 CONE OF SILENCE/CONTRACTING OFFICER

**CONE OF SILENCE:** Pursuant to Section 2-11.1(t) of the Code and Administrative Order 3-27 ("Cone of Silence Provisions"), as amended, a "Cone of Silence" is imposed upon RFRs, RFQs or bids after advertisement and terminates at the time the Mayor issues a written recommendation to the Board of County Commissioners. The Cone of Silence prohibits communication regarding RFPs, RFQs, or bids between: A) potential vendors, service providers, bidders, lobbyists or consultants and the County's professional staff; B) a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor, County Commissioners or their respective staffs; C) the Mayor, County Commissioners or their respective staffs and any member of the County's professional staff; D) a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee assigned to this Solicitation; E) the Mayor, County Commissioners or their respective staffs and member of the selection committee assigned to this Solicitation; F) any member of the County's professional staff and any member of the selection committee therefor.

Section 2.11.1(t) of the Code and Administrative Order 3-27, as amended, permits oral communications regarding a particular RFP, RFQ or bid for solicitation of goods or services between any person and the Contracting Officer responsible for administering the procurement process for such RFP, RFQ, or bid provided that the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

**The Cone of Silence Provisions does not apply to communications with the Office of the County Attorney or members of the staff of that office; communications with employees of the Management and Technical Assistance Unit of the County's Small Business Development Division/RER regarding small and/or minority business programs, the Community Business Enterprise and Equitable Distribution Programs; oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meetings,**

**public presentations made to the Board of County Commissioners during any duly noticed public meeting, or communications in writing at any time unless specifically prohibited by the applicable RFP, RFQ, or bid document. Proposers must file a copy of any written communications with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be submitted via e-mail to the Clerk of the Board at CLERKBCC@MIAMIDADE.GOV. The Contracting Officer shall respond in writing and file a copy with the Clerk of the Board, which shall be made available to any person upon request.**

In addition to any other penalties provided by law, violation of the Cone of Silence Provisions by any proposer, respondent or bidder shall render any RFP award, RFQ award, or bid award voidable. Any person having personal knowledge of a violation of the Cone of Silence provisions shall report such violation to the State Attorney and/ or may file a complaint with the Ethics Commission. Proposers should reference the actual Cone of Silence Provisions for further clarification.

All Proposers will be notified in writing when the Mayor makes an award recommendation to the Board of County Commissioners.

**The Contracting Officer for this RFP is:**

**Name:** **Lenora Allen-Johnson**
**Title:** **Aviation Senior Procurement Contract Officer**
**Name of Agency:** **MDAD – Contracts Administration Division**
**Physical Address:** **4200 NW 36th St. Bldg. 5A, 4th Floor, Miami, FL 33122**
**Mailing Address:** **P.O. Box 025504, Miami, FL 33102-5504**
**Telephone:** **(305) 876-8065**
**Facsimile:** **(305) 876-8068**
**Email:** **lallen-johnson@miami-airport.com**

## 2.8 PROPOSAL GUARANTY DEPOSIT

Each Proposal shall be accompanied by a Proposal Guarantee Deposit of Fifty Thousand Dollars ($50,000.00) attached to Appendix A, Questionnaire and Minimum Qualifications Form, which shall be in the form of a cashier's check, treasurers check, irrevocable letter of credit, or bank draft drawn on any state or national bank ONLY, payable to Miami-Dade County, Florida, or the Proposal Guaranty Bond Form prepared on the form attached hereto, Appendix G, duly executed by the Proposer as Principal and having a Surety thereon meeting the requirements set forth in Subarticle 13.03 of the Agreement. No other form of deposit will be accepted.

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Proceeds of checks, if submitted as the Proposal Guarantee Deposit, will be held by the County without interest to the Proposer, and such proceeds will be returned to the unsuccessful Proposers after the County and the Successful Proposer have executed the Agreement for the work. Proposal Guarantee Bonds will not be returned to any Proposer.

After award of the Agreement to the Successful Proposer, the Proposal Guarantee Deposit of such Proposer will be held pending receipt of the executed Agreement and evidence of insurance as required by Article 15 of the Agreement. If a Successful Proposer fails to (a) execute the Agreement within seven (7) business days after such documents are presented to the Successful Proposer, or (b) provide evidence of insurance within twenty (20) calendar days of the effective date of the Agreement, or (c) provide a Performance Bond as required by Subarticle 13.01 of the Agreement, or (d) begin operations as required by the Agreement, the Proposal Guarantee Deposit will be forfeited to the County as liquidated damages to compensate the County for the delay and administrative services resulting from such failures. The County shall also be entitled, but not obligated, to award the Agreement to any other Proposer as determined to be in the best interest of the County.

Any Proposal that is not accompanied by the required Proposal Guarantee Deposit, as of the Proposal Due Date, shall be considered non-responsive and ineligible for award.

## 2.9 MODIFIED PROPOSALS

Any modification to the Proposal by the Proposer shall be submitted to the Clerk of the Board prior to the Proposal Due Date. The Proposer shall submit in a sealed envelope, the modified Proposal forms and a letter, on company letterhead and signed by a representative of the Proposer, stating that the modified Proposal supersedes the previously submitted Proposal. No modifications of a Proposal shall be accepted after the Proposal Due Date. The Evaluation/Selection Committee will only consider the latest version of the Proposal.

## 2.10 WITHDRAWAL OF PROPOSAL

A Proposal shall be irrevocable until contract award, unless the Proposal is withdrawn. A Proposal may only be withdrawn in writing and must be addressed to the Clerk of the Board prior to the Proposal Due Date.

## 2.11 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Proposals received after the Proposal Due Date are late and will not be opened or considered. Modifications received after the Proposal Due Date are also late and will not be considered. Proposals will be opened promptly on the Proposal Due Date. The responsibility for submitting a

Proposal to the Clerk of the Board on or before the Proposal Due Date is solely and strictly the responsibility of the Proposer. Withdrawal of Proposals after the Proposal Due Date and before award shall entitle the County to invoke the Proposal Guaranty. The County is not responsible for delays caused by any form of delivery utilized by the Proposer, including U.S. mail, package, courier service, or by any other occurrence.

## 2.12 RFP POSTPONEMENT/REJECTION/CANCELLATION

MDAD may, at its sole and absolute discretion, reject any and all, or parts of any and all Proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the Proposals received as a result of this RFP.

## 2.13 COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of a Proposal to the County, or any work performed in connection therewith, shall be borne by the Proposer. No payment will be made for any responses received or for any other effort required of or made by the Proposer prior to the Effective date as defined by the Agreement.

## 2.14 VENDOR REGISTRATION

To be recommended for award, the County requires that Proposers complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by Proposers and returned to the Procurement Management Division/ISD (DPM), Vendor Assistance Unit, within seven (7) calendar days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may, in its sole discretion, award to the next ranked Proposer. The Proposer is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, (305) 375-5773.

# SECTION 3.0
# PROVISIONS OF LAW AFFECTING SOLICITATION

## 3.1 PROVISIONS OF LAW REGARDING AFFIDAVITS TO BE SUBMITTED WITH PROPOSAL AND CONDITION OF AWARD REQUIREMENTS:

### A. AFFIDAVITS TO BE SUBMITTED WITH PROPOSAL:

The Affidavits described below are part of a single execution affidavit:

1) Public Entity Crimes Affidavit

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, "Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

2) Criminal Record Affidavit

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

Following contract award, if a principal of the contracting entity is convicted of a felony, the County may terminate the contract.

**B. CONDITION OF AWARD REQUIREMENTS**

1) The following documents are condition of award requirements and may be submitted with the Proposal. If a Proposer does not submit said condition of award documents with its Proposal, the Proposer should state in its Proposal when such documents will be provided, which shall be no later than within seven (7) calendar days of notification of the intent to recommend for award.

a) Affirmation of Vendor Affidavits

Pursuant to Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors (Proposers) are required to complete a *new* Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The Successful Proposer affirms that the Vendor Affidavits Form submitted with the Vendor

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Registration Package is current, complete and accurate for each affidavit listed therein.

b) Subcontracting Policies

Pursuant to Section 2-8.8(4) of the Code, the Proposer on County contracts, wherein subcontractors/subconsultants may be used, shall, prior to contract award, provide a detailed statement of their policies and procedures for awarding subcontracts which:

1) notifies the broadest number of local subcontractors/ subconsultants of the opportunity to be awarded a subcontract;
2) invites local subcontractors/subconsultants to submit bids in a practical, expedient way;
3) provides local subcontractors/subconsultants access to information necessary to prepare and formulate a subcontracting bid;
4) allows local subcontractors/subconsultants to meet with appropriate personnel of the Proposer to discuss the Proposer's requirements; and
5) awards subcontracts based on full and complete consideration of all submitted Proposals and in accordance with the Proposer's stated objectives.

The Proposer who fails to provide the required statement shall be precluded from receiving the contract.

c) Listing of Subcontractors/Subconsultants and Suppliers

Section 10-34 of the Code requires that on County or Public Health Trust contracts, which involve the expenditure of $100,000 or more, that the entity contracting with the County shall, as a condition of award, provide a listing which identifies all first tier subcontractors/subconsultants who will perform any part of the contract work, describes the portion of the work such subcontractor/subconsultant will perform, identifies all suppliers who will supply materials for the contract work directly to the Proposer, and describes the materials to be so supplied.

A Proposer who is awarded the contract shall not change or substitute first tier subcontractors/subconsultants, direct suppliers, the portions of the work to be performed, or the materials to be supplied from those identified in the listing provided, except upon written approval by the County.

PROOF

**THE FORM CONTAINED IN APPENDIX E-2, OR A COMPARABLE LISTING MEETING THE REQUIREMENTS OF SECTION 10-34 OF THE CODE, MUST BE COMPLETED AND SUBMITTED EVEN THOUGH THE PROPOSER MAY NOT UTILIZE SUBCONSULTANTS OR SUPPLIERS FOR THIS PROPOSAL. THE PROPOSER SHOULD ENTER THE WORD "NONE" UNDER THE APPROPRIATE HEADING(S) ON THE ATTACHED FORM, APPENDIX E-2, IN THOSE INSTANCES WHERE NO SUBCONSULTANTS AND/OR SUPPLIERS WILL BE USED ON THIS PROPOSAL.**

d) Sudan/Iran Affidavit

Pursuant to Sections 287.135 and 215.473 of the Florida Statutes, Proposer shall certify that they are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

2) Proof of Authorization to do Business

Pursuant to Florida Statutes Section 607.0128 F.S, Proposer must attach a copy of the Certificate of Status or Authorization, and certificate evidencing compliance with the Florida Fictitious Name Statute per Florida Statutes Section 865.09, (if applicable.)

## 3.2 LOBBYIST REGISTRATION FOR ORAL PRESENTATION

In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, the attached Lobbyist Registration for Oral Presentation Affidavit (See Appendix D) must be completed, notarized and included with the Proposal submission. Lobbyists specifically include the principal, as well as any employee whose normal scope of employment includes lobbying activities.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee shall list on this affidavit all individuals who may make a presentation. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for any additional team members with the Clerk of the Board at least two (2) days prior to the oral presentation. Any person not listed on the revised affidavit or who is not a registered lobbyist will not be permitted to participate in the oral presentation.

**NOTE:** Other than for the Oral Presentation, Proposers who wish to

address the Board of County Commissioners, or a County board or Committee concerning any actions, decisions or recommendations of County personnel regarding this RFP must also register with the Clerk of the Board (Form BCCFORM2DOC) and pay all applicable fees.

In accordance with 2-11.1 (s) of the Miami-Dade County Code, prior to conducting any lobbying, all principals must file a form with the Clerk of the Board of County Commissioners, signed by the principal or the principal's representative, providing that the lobbyist is authorized to represent the principal. Failure of a principal to file the form required by the preceding sentence may be considered in the evaluation of this Proposal as evidence that a Proposer is not a responsible Proposer.

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 Proposer shall comply with these requirements.

Pursuant to Resolution No. R-1462-95, any representation made to the Board of County Commissioners on a Proposer's behalf at the time the Board considers award of the contract, the award of the contract to such Proposer shall be deemed inclusive of all such representations.

## 3.3 INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW

Pursuant to County Administrative Order No. 3-20 and in connection with any award issued as a result of this RFP, the County has the right to retain the services of an IPSIG, whenever the County deems it appropriate. Upon written notice from the County, the Successful Proposer 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 Proposer's cost/Management Fee for this Proposal be inclusive of any charges relating to these IPSIG services. The terms of this provision herein apply to the Proposer, its officers, agents, employees and Subcontractors/Subconsultants. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the Proposer in connection with this RFP or any Contract issued as a result of this RFP. The terms of this provision are neither intended nor shall the Proposer or any third party construe them to impose any liability on the County.

## 3.4 MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis,

perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any contract issued as a result of this RFP shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. [See below "Exception" for Management Agreements.]

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. **Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.**

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

## 3.5 CONFLICT OF INTEREST AND CODE OF ETHICS

Pursuant to Section 2.11.1 of the Code, no County employee or his or her immediate family shall be prevented from entering into any contract, individually or through a firm, corporation, partnership or business entity, in which the employee or any member of his or her immediate family has a controlling financial interest with the County, or any person or agency acting for the County, as long as (1) entering into the contract would not interfere with the full and faithful discharge by the employee of his or her duties to the County, (2) the employee has not participated in determining the subject contract requirements or awarding the contract, and (3) the employee's job responsibilities and job description will not require him or her to be involved with the contract in any way, including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination or forbearance. However, this limited exclusion shall not be construed to authorize an employee or his or her immediate family member to enter into a contract with the County or any person or agency acting for the County, if the employee works in the County department that will enforce, oversee or administer the subject contract.

Any affected County employee shall seek a conflict of interest opinion

from the County Commission on Ethics and Public Trust ("the Ethics Commission") prior to submittal of a bid, response, or application, of any type, to contract with the County by the employee or his or her immediate family. A request for a conflict of interest opinion shall be made in writing and shall set forth and include all pertinent facts and relevant documents. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

If the affected employee or his or her immediate family member chooses to respond to a solicitation to contract with the County, such employee shall file with the Clerk of the Board a statement, in a form satisfactory to the Clerk of the Board, disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a bid, response, or application of any type to contract with the County. Along with the disclosure form, the affected employee shall file with the Clerk of the Board a copy of his or her request for an Ethics Commission opinion and an opinion or waiver from the Board. Also, a copy of the request for a conflict of interest opinion from the Ethics Commission and any opinion or waiver must be submitted with the response to the solicitation to contract with the County.

## 3.6 TELEPHONE LOGS

Pursuant to Section 11A-43(4) of the Code, each Proposer must maintain telephone logs of all telephone calls to and from subcontractors/subconsultants and suppliers. These logs shall contain the name of the subcontractor/subconsultant or supplier, the time and date of the call, the names of the persons contacted, a description of the work to be subcontracted or of the material to be furnished, and the dollar amount of the quotation. Telephone logs shall be made available to County personnel.

## 3.7 PROPRIETARY/ CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of their Proposal will be available for public inspection after opening of Proposals, in compliance with Chapter 119 of the Florida Statutes. The Proposer shall not submit any information in response to this solicitation, which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Proposal as protected or

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confidential, the County shall endeavor to redact or return that information to the Proposer as practicable, and if appropriate, evaluate the balance of the Proposal. The redaction or return of information pursuant to this clause may render a Proposal non-responsive.

## 3.8 ORDINANCES, RESOLUTIONS AND/OR ADMINISTRATIVE ORDERS

To request a copy of any ordinance, resolution and/or administrative order cited in this solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

## 3.9 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflicts of interest and collusion. The Proposer is presumed to be familiar with all federal, state and local laws, ordinances, codes, rules, regulations, operational directives and other Department procedures that may in any way affect the goods or services offered. The Proposer shall also comply with Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, state and federal directives, ordinances, rules, orders, and laws relating to people with disabilities.

## 3.10 NON-EXCLUSIVITY

This RFP is nonexclusive in character and in no way prevents the County from entering into the Agreement with any other parties for the sale or offering of competitive services, products or items by others in other Locations at the Airport during the term of the Agreement.

## 3.11 COLLUSION

A firm recommended for award as a result of a competitive solicitation for any County purchase of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.) purchase, lease, permit, concession or management agreement shall, in accordance with the Code of Miami-Dade County Sections 2-8.1.1 and 10-33.1 shall submit an affidavit under the penalty of perjury, on a form provided by the County: stating either that the firm is not related to any of

the other parties proposing in the competitive solicitation or identifying all related parties, as defined in this section, which proposed in the solicitation; and attesting that the firm's Proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the firm has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other proposer. In the event a recommended firm identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended firm shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the Proposer to forfeit their Proposal Guarantee Deposit and the Proposer shall be ineligible for contract award.

## 3.12 LABOR PEACE

Pursuant to Resolution No. R-148-07, the Proposer shall provide, as Appendix J to their Proposal, and to the extent that a labor organization(s) seeks to represent the Proposer'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 Miami International Airport (MIA). Furthermore, the County has the right, in the event of a labor disruption, to suspend it's 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 Proposer is unable to reach an agreement with a labor organization regarding the terms of a Labor Peace Agreement, the dispute between the Proposer 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 Proposer and the labor organization shall equally share the costs of arbitration. The Proposer shall ensure that all sub-tenants also sign a Labor Peace Agreement. If there are no labor organizations seeking to represent the Proposer's employees, the Proposer will indicate this on the returned form (Appendix J).

# SECTION 4.0
# EVALUATION PROCESS

## 4.1 PROCESS OVERVIEW

Each Proposal will be evaluated by an Evaluation/ Selection Committee ("Committee") appointed by the Mayor.

## 4.2 REVIEW OF PROPOSALS FOR RESPONSIVENESS AND RESPONSIBLENESS

Each Proposal will be preliminarily reviewed by County staff for a determination as to whether the Proposal is potentially not responsive. All decisions regarding whether a Proposal shall be deemed not responsive shall be made by the Office of the County Attorney. A responsiveness analysis includes whether a Proposal is of timely submission, has the appropriate signatures as required on each document, does not materially alter the terms and conditions of the RFP, includes a completed Management Fee form, includes a proposal guarantee deposit, clearly indicates an intent to be bound by the Proposer on the terms and conditions of the RFP, and can otherwise form the basis of a binding agreement. Except as noted previously in this section, where this RFP states that documents "must" or "shall" be provided, or "must" or "shall" be provided in a specific form, the failure to supply such documentation shall not render a Proposal not responsive, unless the absence of those documents is such that the Proposal is no longer a clear assent to be bound by the terms of the RFP. Where a Proposal deviates from the provisions of the RFP, the County reserves for itself the discretion to accept such non conforming Proposal, if the deviation is not material.

Each Proposer's Proposal shall also be evaluated to determine if it is responsible. A responsible proposer is one who is capable of carrying out the work of the RFP in a competent and effective manner; all questions regarding capacity or ability to perform the work of the RFP shall be deemed to be questions of Proposer responsibility. In making this determination, the Committee shall have the right to investigate the management, operational experience, financial capability, reputation and business judgment, and any other issue regarding the qualifications of any Proposer, their affiliates and/or parent company(s), including the conducting of investigations of the officers, directors, principals and stockholders, and to review and investigate all contracts the Proposer has performed for the County or others. The Committee may make this determination either on the basis of the information provided in the Proposal or on the basis of the Proposal plus oral presentations by the Proposer. The failure of the Proposer to submit information required by the RFP related to its responsibility shall not be deemed to require the County or the Committee to find such Proposer non-responsible, and proposers who failed to submit such information may be found responsible by either the Committee or the County, as may be warranted by the specifics of any individual situation and Proposal. The Proposer agrees to provide, upon request, any additional information that may be required by the Committee or the County as it relates to a Proposer's responsibility. In addition, the Committee reserves the right to inspect the facilities at which the Proposer conducts its business and provides services. A Proposer that does not meet the minimum requirements of this solicitation may be deemed responsible, if, in the discretion of the County, the Proposer

otherwise demonstrates an ability to perform the work of the Proposal in a competent and effective manner. In the event that the Committee finds a firm non-responsible, the Committee shall still rank and evaluate the firm. All final determinations as to responsibility shall be within the discretion of the Board of County Commissioners.

## 4.3 EVALUATION PROCESS

Criteria have been established based upon the goals and objectives as provided in this RFP. Based on the Committee's evaluation of the written Technical Proposal and oral presentations, if required, the Committee shall rate and rank the responsive firms on their Proposal based on the criteria listed below. The Selection Criteria listed below are not of equal value or decision weight nor are they necessarily ranked in order of importance. The Selection Criteria are itemized with their respective weights for a maximum total of Seven Hundred and Fifty (750) points per each voting Committee member, for all Selection Criteria. A Proposer may receive the maximum points or a portion of this score depending on the merit of its Proposal, as determined by the Committee member in accordance with the criteria listed below.

If there is only one (1) responsive, responsible Proposer, the Committee may, following evaluation of the Management Fee, recommend to award or negotiate an Agreement or to reject the sole Proposal.

| Selection Criteria | Max. Points |
|---|---|
| Proposer's experience, qualifications, capabilities and past performance in providing the type of services described in this RFP; and Financial Capacity | 225 |
| Proposer's ability to Manage: marketing Plan, comprehension of the airport marketplace, competitive set , market segmentation, and pricing policies | 175 |
| Proposer's ability to Operate: proposed budget, cost effective, efficient use of resources, customer service program | 125 |
| Proposer's ability to Maintain: maintenance of facilities standards of operation, preventative maintenance | 125 |
| Level of voluntary Participation in the ACDBE Provision | 100 |
| **Total Selection Criteria** | **750 (Maximum)** |

**Management Fee Proposal**

| | |
|---|---|
| Proposed Management Fee | 250 (Maximum) |
| **Total Criteria Points** | **1,000 (Maximum)** |

## 4.4 MANAGEMENT FEE CALCULATION

The Management Fee will be considered after the evaluation of the Technical (Quality) Proposal(s) has been completed by the Evaluation/Selection Committee.

The Management Fee submission will be assigned a maximum of two hundred fifty (250) points per each voting Evaluation/Selection Committee member. The Management Fee will be calculated in the following manner:

1) The responsive Proposal with the lowest annual Management Fee will be given the full weight of two hundred fifty (250) points assigned to the Evaluation/Selection criterion.

2) Every other responsive Proposal will be given points proportionately in relation to the lowest annual Management Fee. This point total will be calculated by dividing the lowest annual Management Fee by the total annual Management Fee of the Proposal being evaluated with the result being multiplied by the maximum weight of 250 points to arrive at a cost score of less than the full score for the Management Fee.

Example:

$$\frac{\text{Lowest annual Management Fee}}{\text{Proposer's annual Management Fee}} \times \text{Total Points} \times \text{No. of Voting Committee Member} = \text{Management Fee Score}$$

The application of the above formula will result in a uniform assignment of points relative to the criterion of the Management Fee.

## 4.5 OVERALL RANKING

The Evaluation/Selection Committee will then determine the overall ranking by adding the Management Fee score with the Technical (Quality) Proposal evaluation score to determine the overall ranking.

Following the evaluation and overall ranking of the Proposals, the Evaluation/Selection Committee will determine whether any firms are non-responsible. After discarding the scores of any non-responsible firms, the Committee will recommend to the Mayor that a contract be awarded to

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the highest ranked responsive and responsible Proposer or that a contract be negotiated with the highest ranked responsive and responsible Proposer (see also Section 4.7).

## 4.6 LOCAL PREFERENCE

Pursuant to Section 2-8.5 of the Code of Miami-Dade, the Local Preference provisions include the following:

1) Local business means the vendor has a valid occupational license issued by Miami-Dade County at least one (1) year prior to bid or Proposal submission to do business within Miami-Dade County that authorizes the business to provide the goods, services or construction to be purchased, and a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include, but not be limited to the retention and expansion of employment opportunities and the support and increase to the County's tax base. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year. The Mayor, in his discretion, may also recommend that the firm be referred for debarment in accordance with Section 2-8.4.1 of the Code of Miami-Dade County.

2) Request for proposals, qualifications or other qualitative submittals and competitive negotiation and selection. If, following the completion of final rankings (technical and Management Fee combined, if applicable) by the selection committee, a non-local business is the highest ranked Proposer, and the ranking of a local Proposer is within 5% of the ranking obtained by the non-local Proposer, then the highest ranked local Proposer shall have the opportunity to proceed to negotiations, or advance to the next step in the solicitation process with the County under the applicable sections of the Code.

3) If following the application of the rules above, a tie occurs between two (2) or more local businesses, then contract award on the basis of best and final bids, or the opportunity to proceed to negotiations, or advance to the next step in the solicitation process shall be made to such local business having the greatest number of its employees that

are Miami-Dade County residents.

4) The application of Local Preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners. The application of Local Preference to a particular purchase or contract for which the Mayor is the awarding authority may be waived upon written recommendation of the Internal Services Department Director or successor and approval of the Mayor.

5) The preferences established herein in no way prohibit the right of the Board of County Commissioners to compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the right of the County Commission from giving any other preference permitted by law instead of the preferences granted herein.

6) In the event Broward, Palm Beach or Monroe County extend preferences to local businesses, Miami-Dade County may enter into an interlocal agreement with such County wherein the preferences of this section may be extended and made available to vendors that have a valid occupational license issued by Broward, Palm Beach or Monroe County to do business in that County that authorizes the vendor to provide the goods, services or construction to be purchased, and a physical business address located within the limits of that County. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Broward, Palm Beach or Monroe County, whichever is applicable, in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to that County's tax base. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. In no event shall the amount of the preference accorded Broward, Palm Beach or Monroe County firms exceed the amount of preference that such County extends to Miami-Dade County firms competing for its contracts. **Note: An interlocal agreement has been entered into with Broward County.**

7) The Proposer should complete, sign and submit the attached form, Appendix F, "Local Business Preference" with the Proposal, in order to be considered for Local Preference.

8) A Joint Venture is not entitled to Local Preference unless the Joint

Venture entity itself qualifies for Local Preference, irrespective of whether one or more of the entities constituting the Joint Venture qualifies for Local Preference.

## 4.7 NEGOTIATIONS

If negotiations are recommended by the Evaluation/Selection Committee, or are required as a result of the application of local preference (see RFP Section 4.6), upon appointment and authorization by the Mayor, the Negotiation Committee will proceed to negotiate with the recommended Proposer(s). The County may award the attached Management Agreement on the basis of initial offers received, without discussion or negotiation. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

If the County and the selected Proposer(s) cannot negotiate a successful agreement, the County may terminate said negotiations and begin negotiations with the next ranked responsive/responsible Proposer. This process may continue until the Agreement is executed, or the County may reject all Proposals and re-advertise. Alternately, in the event that the County was unable to negotiate the Agreement with any of the Proposers, and where it is in the best interests of the County, the County may engage in additional rounds of negotiations with the Proposers; in this event, the County will negotiate with the Proposers in the order previously evaluated and in a manner otherwise consistent with this section. The Proposer shall not have any legal rights or otherwise against the County arising from such negotiations or termination thereof.

Be advised that the County cannot waive any material term of this RFP in any negotiation.

## 4.8 CONTRACT AWARD

The Contract Award, if any, shall be made to the Proposer(s) whose Proposal shall be deemed by the Board to be in the best interest of the County. The Board's decision of whether to make the award and which Proposal is in the best interest of the County shall be final.

Prior to the filing of the Mayor's award recommendation with the Clerk of the Board, the Proposer must execute the Agreement within seven (7) calendar days after such Agreement is presented to the Proposer. Upon notification of award recommendation, the Proposer must provide the required insurance within the time specified in the Agreement.

## 4.9 FAILURE TO COMPLETE CONTRACT AWARD REQUIREMENTS

Failure to furnish the required evidence of insurance or to execute the required documents, as referenced in Section 4.8 "Contract Award", may constitute a repudiation of the Proposer's submittal, and may result in the annulment of the award and result in forfeiture of any deposits and bonds

provided pursuant to this RFP. The award may then be made to the next ranked responsive/responsible Proposer, or all remaining Proposers may be rejected and the RFP re-advertised.

## 4.10 RIGHTS OF PROTEST

A recommendation for contract award or rejection of award may be protested by a bidder or proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the Code, and as established in I.O. No. 3-21.

As a condition of initiating any protest, the protester shall present to the Clerk of the Board a non-refundable filing fee payable to the Clerk of the Board in accordance with the schedule provided below.

| Award Amount | Filing Fee |
|---|---|
| $ 25,001- $250,000 | $ 500 |
| $250,001- $500,000 | $1,000 |
| $500,001- $5 million | $3,000 |
| over $5 million | $5,000 |

Any question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained or described in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for protest unless it was brought by that bidder or proposer to the attention, in writing, of the procurement agent, buyer, contracting officer or other contact person in the County department that issued the solicitation document, at least two (2) working days (not less than forty-eight (48) hours) prior to the hour of bid opening or proposals submission.

A protest hereunder may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in bid, request for proposals or request for qualifications specifications.

Award Recommendations Over $250,000

Notice of award recommendations for contracts and purchases involving the expenditure of over $250,000 will be in writing, signed by the issuing department to each competing bidder or proposer announcing the proposed award, and a copy shall be deposited with the Clerk of the Board on the same day it is mailed. The bidder or proposer must file a written intent to protest with the Clerk of the Board and shall mail it to all participants in the competitive process and to the County Attorney's Office within three (3) working days of the filing of the Mayor's recommendation with the Clerk. Within three (3) working days after the filing of a written intent to protest, the protester shall then file with the Clerk of the Board all pertinent documents, stating with particularity the specific facts and

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grounds on which the protest is based and shall include supporting evidence, as well as the corresponding filing fee, and shall mail copies to all participants in the competitive process and to the Office of the County Attorney. Other facts, grounds, documentation or evidence not contained in the protester's submission to the Clerk of the Board at the time of filing the protest shall not be permitted in the consideration of the protest, except for such additional evidence as is allowed during the course of the protest proceedings. A hearing examiner shall be appointed to hear the protest and submit a written report and recommendation to the Mayor within twenty (20) working days of the filing of the protest (maximum 25 working days if hearing examiner consents to an extension request). Failure to timely file the written protest shall constitute a waiver of the right to protest the award recommendation.

## 4.11 LOCAL CERTIFIED SERVICE DISABLED VETERAN'S BUSINESS ENTERPRISE PREFERENCE

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises ("VBE") in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is a firm that is a) a local business pursuant to Section 2.8.5 of the Code of Miami-Dade County and b) prior to proposal submittal, is certified by the State of Florida Department of Management Services as a VBE pursuant to Section 295.187 of the Florida Statutes. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. At the time of Proposal submission, the Proposer must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the proposal submission (refer to Appendix A). If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

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**REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES**

**QUESTIONNAIRE AND MINIMUM QUALIFICATIONS FORM**
(To be filled out by Proposer)

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

1) Name and address of Proposer:

_____
_____
_____

2) Official contact or representative of Proposer:

Name _____

Title _____

Address _____

Phone # _____ Fax # _____

Email address _____

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

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

( ) If "Corporation", is Proposer a subsidiary? Yes ____ No ____

**REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES**

**QUESTIONNAIRE AND MINIMUM QUALIFICATIONS FORM**
(To be filled out by Proposer)

If yes, Name and Address of parent corporation

_____

4) **If a Partnership**, answer the following:

a. Name, address, and share of each partner or member of Partnership:

| Name | Address | Share |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

b. Date of Organization _____

c. General or Limited Partnership (If applicable) _____

d. Where Recorded _____
County State Date

e. Registered in Florida _____ If so, when _____

f. Attach copy of (1) Partnership Agreement and (2) Certificate evidencing compliance with the Florida Fictitious Name Statute, if applicable.

5) **If a Corporation**, answer the following:

a. When incorporated _____

**REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES**

**QUESTIONNAIRE AND MINIMUM QUALIFICATIONS FORM**
(To be filled out by Proposer)

b. In what state _____

c. If foreign, date of registration with Florida Secretary of State

_____

d. Name, address, and amount of stock held by the following officers:

President: -

Name: _____

Address: _____

Stock: _____

Vice President:

Name: _____

Address: _____

Stock: _____

Secretary:

Name: _____

Address: _____

Stock: _____

Treasurer:

Name: _____

Address: _____

Stock: _____

**REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES**

**QUESTIONNAIRE AND MINIMUM QUALIFICATIONS FORM**
(To be filled out by Proposer)

e. Name, address and shares of stock held by each Member of the Board of Directors:

Chairman:

Name: _____

Address: _____

Share: _____

Member

Name: _____

Address: _____

Share: _____

Member

Name: _____

Address: _____

Share: _____

Member

Name: _____

Address: _____

Share: _____

[Attach additional sheets as necessary]

**REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES**

**QUESTIONNAIRE AND MINIMUM QUALIFICATIONS FORM**
(To be filled out by Proposer)

Attach a list of the names, addresses and shares of stock held by other principal Stockholders: (A Principal Stockholder is defined as a stockholder who holds 10% or more of the outstanding stock of the corporation).

Total capitalization $ _____.
Amount of capital stock subscribed $ _____.
Amount paid in $ _____.

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

6) **If a Limited Liability Company,** answer the following:

Member

Name: _____

Address: _____

Member

Name: _____

Address: _____

. The Managing Member of the LLC. is:

Name: _____

Address: _____

**REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES**

**QUESTIONNAIRE AND MINIMUM QUALIFICATIONS FORM**
(To be filled out by Proposer)

7) **If a Joint Venture**, complete the following:

a. The Joint Venture Proposer, _____

Consists of the following entities:

(i) _____, a _____corporation,
(Corporate Name) (State of Incorporation)

authorized to do business in the State of Florida. The officers are:

President: _____

Vice President:_____

Secretary: _____

Treasurer: _____

(ii) _____, a _____ corporation,
(Corporate Name) (State of Incorporation)

authorized to do business in the State of Florida. The officers are:

President: _____

Vice President:_____

Secretary: _____

Treasurer: _____

**REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES**

**QUESTIONNAIRE AND MINIMUM QUALIFICATIONS FORM**
(To be filled out by Proposer)

b. The Managing or the General Partner of the Joint Venture, or other appropriate person legally authorized to bind the Joint Venture is:

_____, who is the _____
(Name) (Title)

**The Joint Venture, of whatever composition, must attach a copy of the Joint Venture Agreement.**

Each corporate member of the Joint Venture must attach copy of Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S.

8) The Proposer represents that it **(is/is not)** owned or controlled by a parent company. For this purpose, a parent company is defined as one which either owns or controls the activities and basic business policies of the Proposer. To own another company means the parent company must own at least a majority (more than fifty percent (50%) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine or veto basic business policy decisions of the Proposer, such other company is considered the parent of the Proposer. This control may be exercised through the use of dominant minority voting rights, use or proxy voting, contractual arrangements or otherwise.

9) The Proposer understands that the information contained in its Proposal is to be relied upon by the County in its consideration for awarding the Agreement and such information is expressly warranted by the Proposer to be true and correct. The undersigned Proposer agrees to furnish corroborating and confirming information, prior to award of the Agreement, as may be requested by the County under the solicitation.

10) Please state whether the Proposer, any Principal of Proposer, any family, member of any Principal, or any person or entity with which such person has a business relationship, has or had within the last ten(10) years (i) directly or indirectly a business relationship with the Miami-Dade County (including Airport), (ii) directly or indirectly receives or received revenues from Miami-

**REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES**

**QUESTIONNAIRE AND MINIMUM QUALIFICATIONS FORM**
(To be filled out by Proposer)

Dade County (including Airport) or (iii) directly or indirectly receives or received revenue from the result of conducting business on County property or pursuant to any contract with the County. **Please describe any such relationship.**

11) Please state whether Proposer, any Principal of Proposer or any of their family members has or had within the last ten (10) years, a direct or indirect business relationship with any elected or appointed County official or an affiliate or with any County employee or any affiliate, and fully describe such business relationship.

12) **LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION:** A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming proposer is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

13) **MINIMUM QUALIFICATIONS**

1) Proposers should demonstrate five (5) consecutive years of experience operating a full service hotel with good ratings within the last ten (10) years in each of the following capabilities: managing, operating and maintaining a minimum of 250 rooms at any one single location.

2) Proposer should provide evidence for the five (5) qualifying years (referenced above) that they have generated at least an aggregate of $50,000,000 in annual Gross Revenues operating a full service hotel.

3) If the Proposer is a Joint Venture, then at least one of the Joint Venture Partners should satisfy all of the foregoing Minimum Qualifications Requirements.

**REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES**

**QUESTIONNAIRE AND MINIMUM QUALIFICATIONS FORM**
(To be filled out by Proposer)

4) Must be authorized to do business in the State of Florida.

A Proposer, whether a joint venture or otherwise, may proffer the experience of its corporate parent, sister, or subsidiary ("an affiliated company") in meeting these requirements. However, given the unique nature of individual corporate relationships, Proposers seeking to rely on the experience of an affiliated company should be advised that the Selection Committee shall have the discretion to determine what weight, if any, it wishes to give such proffered experience on a case-by-case basis, and may base such decision on the relationship between the Proposer and the affiliate, as evidenced by whatever documentation is provided in the proposal submission or otherwise presented at the request of the Selection Committee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES**

**QUESTIONNAIRE AND MINIMUM QUALIFICATIONS FORM**
(To be filled out by Proposer)

## PREVIOUS CONTRACT EXPERIENCE

Complete the boxes below for contracts you have held, for provision of services similar to those proposed, that started within the last five years. Contracts cited will serve as references for this RFP.

| | | | |
|---|---|---|---|
| Contract Name | | | |
| Contract Amount | | Time Period | |
| Type of Service | | | |
| Service Included (Check all that apply) | □ Financing □ Developing □ Managing □ Operating □ Maintaining □ Designing/Constructing | | |
| Gross Revenue | | | |
| Reference Name and Telephone number | | | |
| Reason Contract Terminated | | | |

**REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES**

**QUESTIONNAIRE AND MINIMUM QUALIFICATIONS FORM**
(To be filled out by Proposer)

| | | | |
|---|---|---|---|
| Contract Name | | | |
| Contract Amount | | Time Period | |
| Type of Service | | | |
| Service Included (Check all that apply) | □ Financing □ Developing □ Managing □ Operating □ Maintaining □ Designing/Constructing | | |
| Gross Revenue | | | |
| Reference Name and Telephone number | | | |
| Reason Contract Terminated | | | |

| | | | |
|---|---|---|---|
| Contract Name | | | |
| Contract Amount | | Time Period | |
| Type of Service | | | |
| Service Included (Check all that apply) | □ Financing □ Developing □ Managing □ Operating □ Maintaining □ Designing/Constructing | | |
| Gross Revenue | | | |
| Reference Name and Telephone number | | | |
| Reason Contract Terminated | | | |

**REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES**

**QUESTIONNAIRE AND MINIMUM QUALIFICATIONS FORM**

(To be filled out by Proposer)

| | | | |
|---|---|---|---|
| Contract Name | | | |
| Contract Amount | | Time Period | |
| Type of Service | | | |
| Service Included (Check all that apply) | □ Financing □ Developing □ Managing □ Operating □ Maintaining □ Designing/Constructing | | |
| Gross Revenue | | | |
| Reference Name and Telephone number | | | |
| Reason Contract Terminated | | | |

| | | | |
|---|---|---|---|
| Contract Name | | | |
| Contract Amount | | Time Period | |
| Type of Service | | | |
| Service Included (Check all that apply) | □ Financing □ Developing □ Managing □ Operating □ Maintaining □ Designing/Constructing | | |
| Gross Revenue | | | |
| Reference Name and Telephone number | | | |
| Reason Contract Terminated | | | |

**REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES**

**QUESTIONNAIRE AND MINIMUM QUALIFICATIONS FORM**
(To be filled out by Proposer)

## SIGNATURE PAGE

The Proposer represents and warrants that this information to be true and accurate to the best of the Proposer's knowledge and the Proposer intends that Miami-Dade County rely thereon in the award of the Agreement for which this information is submitted.

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.**

Proposer (If Corporation):

_____
Name of Corporation

By: _____ Attest: _____
President Secretary

_____ _____
(Print Name) (Print Name)

(CORPORATE SEAL)

Proposer (if LLC)

Witness:

_____
Name of LLC _____

By: _____
(Signature)

_____
(Print Name/Title)

**REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES**

**QUESTIONNAIRE AND MINIMUM QUALIFICATIONS FORM**
(To be filled out by Proposer)

Proposer (If Partnership)

_____
Name of Partnership

| Partner | Partner |
|---|---|
| By: | By: |
| Name:_____ | Name: _____ |
| Print Name | Print Name |
| _____ | _____ |
| Signature | Signature |
| _____ | _____ |
| Witness | Witness |

JOINT VENTURE

The Managing or the General Partner of the Partnership or Joint Venture, or other appropriate person legally authorized to bind the Joint Venture is

_____, who is the _____ of
(Name) (Title)

_____
(Name of Entity)

The Officers of the Corporate Members of the Joint Venture are:

| | | | |
|---|---|---|---|
| (a) | President: _____ | (b) | President: _____ |
| | Vice-Pres: _____ | | Vice-Pres: _____ |
| | Secretary: _____ | | Secretary: _____ |
| | Treasurer: _____ | | Treasurer: _____ |

**REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES**

**QUESTIONNAIRE AND MINIMUM QUALIFICATIONS FORM**
(To be filled out by Proposer)

The Principals of the Partnership Members of the Joint Venture are:

(a) _____ (b) _____
(Name) (Name)

_____ _____
(Title) (Title)

_____ _____
Signature Witness

APPENDIX B

# MANAGEMENT FEE PROPOSAL FORM
# RFP NO. MDAD-08-12

Print Name of Proposer: _____

Print Name of Authorized Representative: _____

Signature of Authorized Representative of Proposer:

_____ Date: _____

The financial component is based on the proposed Management Fee to operate, manage and maintain the Hotel MIA, Related Amenities and Food and Beverage facilities.

The Management Fee shall equal the sum of management's cost for expenditures pursuant to Sub-Article 5.15 and those that are non-reimbursable pursuant to Sub-Article 5.17 of the Agreement, plus management's reasonable profit. The Management Fee shall be in U.S. funds, prorated and payable in twelve equal monthly payments. The lowest Management Fee will be given the highest points.

ANNUAL MANAGEMENT FEE $_____
In numbers

ANNUAL MANAGEMENT FEE:

$_____
In words

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

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

PROPOSER
(If individual, partnership or joint venture):

Name: _____

By: _____
Signature

_____
Print Name

Title: _____

PROPOSER (If Corporation):

Name: _____

By: _____
President

_____
Print Name

Attest: _____
Secretary

_____
Print Name

Witnesses to above signature:

(CORP. SEAL)

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

Dated _____

Sworn to and subscribed before me this ____ day of _____, 20____

_____
Notary Public

My commission Expires on:

_____

(NOTARY SEAL)

# APPENDIX C

# ACKNOWLEDGEMENT OF ADDENDA

**APPENDIX C**
**ACKNOWLEDGEMENT OF ADDENDA**

---

**RFP TITLE:** **REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES**

**RFP NO. MDAD-08-12**

---

**Directions: Complete Part I or Part II, Whichever Applies**

---

**Part I: Listed below are the dates of issue for each addendum received in connection with this RFP:**

---

**Addendum # 1 Date** _____, **20**____

**Addendum # 2 Date** _____, **20**____

**Addendum # 3 Date** _____, **20**____

**Addendum # 4 Date** _____, **20**____

**Addendum # 5 Date** _____, **20**____

**Addendum # 6 Date** _____, **20**____

**Addendum # 7 Date** _____, **20**____

**Addendum # 8 Date** _____, **20**____

**Addendum # 9 Date** _____, **20**____

---

**Part II** _____ **No Addendum was received in connection with this RFP**

---

_____ **Date**

**Proposer (Name)** _____

**Proposer (Signature** _____

# APPENDIX D

# AFFIDAVIT OF MIAMI-DADE COUNTY LOBBYIST REGISTRATION FOR ORAL PRESENTATION

# APPENDIX D
# AFFIDAVIT OF MIAMI-DADE COUNTY
# LOBBYIST REGISTRATION FOR ORAL PRESENTATION

**(1)ProjectTitle:** Request For Proposals For Non-Exclusive Management Agreement For The Operation Of The Hotel Mia, Related Amenities And Food And Beverage Facilities

Project No.:RFP No. MDAD-08-12

(2) Department: Miami-Dade Aviation Department

(3) Firm/Proposer's Name: _____

Address: _____ Zip: _____

Business Telephone: (____) _____

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

| NAME | TITLE | EMPLOYED BY | TEL. NO. |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY. Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board at least **two (2) days prior to the oral presentation.** Any person not listed on the revised affidavit may not participate in the oral presentation.

Other than for the oral presentation, Proposers who wish to address the county commission, a county board or county committee concerning any action, decision or recommendation of county personnel regarding this solicitation MUST register with the Clerk of the Board (Form BCCFORM2DOC) and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____,

by _____, a _____, who is

(Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)

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

_____

Signature of person taking acknowledgement)

_____

(Name of Acknowledger typed, printed or stamped)

_____ _____

(Title or Rank) (Serial Number, if any)

202

# APPENDIX E-1

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

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

This sworn statement is submitted for:

PROJECT TITLE: REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES

PROJECT NUMBER: RFP NO. MDAD-08-12

COUNTY OF DADE

STATE OF FLORIDA

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

That he/she is the duly authorized representative of

_____
(Name of Entity)

_____
(Address of Entity)

____/___-___/___/___/___/___/___/___/
Federal Employment Identification Number

hereinafter referred to as the Entity being its

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

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

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

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

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

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

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

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

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

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

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

_____Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

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

---

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

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

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

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

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

---

**MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE**

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

| CONTRACT DATE | DOLLAR AMOUNT OF ORIG.CONTRACT | FINAL AMT. OF CONTRACT | PERCENTAGE DIFFERENTIAL |
|---|---|---|---|
| (1) | | | |
| _____ | $_____ | $_____ | _____% |

Name of Dept. & Summary of Services Performed _____

_____

_____

Litigation Arising out of Contract _____

_____

_____

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

(2)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

_____

_____

Litigation Arising out of Contract _____

_____

(3)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

_____

Litigation Arising out of Contract _____

_____

_____

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? _____

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? _____

_____

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

_____
(Signature of Authorized Representative)

Title_____

Date_____

STATE OF:

COUNTY OF:

The above affidavits were acknowledged before me this _____day of_____, 20__,

by _____,
(Authorized Representative)

of _____
(Name of Corporation, Partnership, etc.)

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

_____ Notary Stamp or Seal:
(Signature of Notary)

_____
(Print Name)

Notary Commission Number: _____

My Commission Expires: _____

# APPENDIX E-2

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

## APPENDIX E-2

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

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

- Affirmation of Vendor Affidavits
- Collusion Affidavit
- Affidavit – Scrutinized Companies with Activities in Sudan or Iran Petroleum Energy Sector Lists
- Subcontractor/Supplier Listing
- Subcontracting Policies Statement
  **(Also required, but no format (insert page is provided))**
- Proof of Authorization to do Business
  (Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S., if applicable.)
  **(Also required, but no format (insert page is provided))**

# MIAMI-DADE COUNTY
# MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION VENDOR AFFIRMATION AND COLLUSION AFFIDAVITS

## Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a *new* Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

**Contract No.** _____ **Federal Employer Identification No. (FEIN):** _____

**Contract Title:** _____

**Affidavits and Legislation/Governing Body**

| | | | |
|---|---|---|---|
| 1. | ***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code* | 6. | ***Miami-Dade County Vendor Obligation to County*** *Sec. 2-8.1 of the County Code* |
| 2. | ***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code* | 7. | ***Miami-Dade County Code of Business Ethics*** *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1 (c) of the County Code* |
| 3. | ***Miami-Dade County Employment Drug-free Workplace Certification*** *Sec. 2-8.1.2(b) of the County Code* | 8. | ***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code* |
| 4. | ***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2.8.1.5 Resolution R182-00 amending R-385-95* | 9. | ***Miami-Dade County Living Wage*** *Sec. 2-8.9 of the County Code* **(If applicable)** |
| 5. | ***Miami-Dade County Debarment Disclosure*** *Section 10-38 of the County Code* | 10. | ***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60, 11A-67 of the County Code* |

**COLLUSION AFFIDAVIT**

**(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)**

I, being duly first sworn, hereby state that the bidder of this contract:

☐ is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other Respondent to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer.

**OR**

☐ is related to the following parties who bid in the solicitation which are identified and listed below:

_____ _____

_____ _____

_____ _____

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders or Proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or Proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or Proposer have a direct or indirect ownership interest in another bidder or Proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

---

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

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

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

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

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

---

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

_____
(Signature of Authorized Representative)

_____
(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** |

# SUBCONTRACTOR/SUPPLIER LISTING

(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Proposer _____ FEIN # _____

Project/Contract Number _____

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/Proposers on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/Proposer who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/Proposer should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

**(Please duplicate this form if additional space is needed.)**

| Business Name and Address of First Tier Subcontractor/ Subconsultant | Principal Owner | Scope of Work to be Performed by Subcontractor/ Subconsultant | Principal Owner (Enter the number of male and female owners by race/ethnicity) | | | | | | | | Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity) | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Gender | | Race/Ethnicity | | | | | | Gender | | Race/Ethnicity | | | | | |
| | | | M | F | White | Black | Hispanic | Asian/Pacific Islander | Native American/Native Alaskan | Other | M | F | White | Black | Hispanic | Asian/Pacific Islander | Native American/Native Alaskan | Other |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |

| Business Name and Address of First Tier Direct Supplier | Principal Owner | Supplies/Materials/Services to be Provided by Supplier | Principal Owner (Enter the number of male and female owners by race/ethnicity) | | | | | | | | Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity) | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Gender | | Race/Ethnicity | | | | | | Gender | | Race/Ethnicity | | | | | |
| | | | M | F | White | Black | Hispanic | Asian/Pacific Islander | Native American/Native Alaskan | Other | M | F | White | Black | Hispanic | Asian/Pacific Islander | Native American/Native Alaskan | Other |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |

☐ **Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at http://new.miamidade.gov/business/business-development.asp.**

*I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.*

**Signature of Bidder/Proposer** **Print Name** **Print Title** **Date** **SUB 100 Rev. 6/12**

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

**(Insert Here)**

# PROOF OF AUTHORIZATION TO DO BUSINESS

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

**(Insert Here)**

# APPENDIX F

# LOCAL BUSINESS PREFERENCE

**APPENDIX F**
**LOCAL BUSINESS PREFERENCE**

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of receiving the aforementioned preference above, shall be defined as a Proposer which meets all of the following.

1. Proposer has a valid occupational license, issued by Miami-Dade County or Broward County at least one year prior to proposal submission due date to do business within Miami-Dade County or Broward County that authorizes the business to provide the goods, services or construction to be purchased.

   **Proposer shall attach hereto a copy of said occupational license(s) (*now known as Local Business Tax*). (Note: Current and past year licenses shall be submitted as proof that Proposer has had the license at least one year prior to the proposal submission due date.)**

2. Proposer has a physical business address located within the limits of Miami-Dade County or Broward County from which the Proposer operates or performs business. (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.)

   **Proposer shall state its Miami-Dade County or Broward County physical business address**

   _____

   **and shall submit proof of occupancy for this address. If Proposer is leasing space from another company, a copy of the lease or an affidavit from the lessor shall be submitted.**

3. Proposer contributes to the economic development and well-being of Miami-Dade County or Broward County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the Proposer shall affirm in writing its compliance with any of the following objective criteria as of the proposal submission due date:

   Check box, if applicable:

   a. ☐ Proposer has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County or Broward County, or at least 25% of its employees that live in Miami-Dade County or Broward County. **Proposer shall provide Internal Revenue Service Forms 941 for a one year period or other supporting documentation.**

   b. ☐ Proposer contributes to Miami-Dade County's or Broward County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County or Broward County. **Proposer shall provide real property tax receipts or tangible personal property tax returns.**

   c. ☐ Proposer contributes to the economic development and well-being of Miami-Dade County or Broward County by some other verifiable and measurable contribution by _____

**Proposer shall check the box if applicable. If checking item "c" above, Proposer shall provide a written statement defining how Proposer meets that criteria and provide supporting documentation.**

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

In addition, to the above, the Proposer shall also list the total number of employees that are Miami-Dade County and Broward County residents. The number of employees submitted is to be accurate as of the proposal submission due date.

_____employees

**Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2013. Therefore, a Proposer which meets the requirements of (1) (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.**

Name of Firm: _____

Federal Employer Identification Number: _____

Address: _____

City/State/Zip Code: _____

Telephone: (____)_____ Fax: (____)_____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: _____

Title: _____
Date: _____

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____,
(Date)
by _____. He/She is personally known to me or has
(Affiant)
presented _____ as identification.
(Type of Identification)

_____ _____
(Signature of Notary) (Serial Number)

_____ _____
(Print or Stamp Name of Notary) (Expiration Date)

Notary Public _____ Notary Seal
(State)



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**APPENDIX "G"**

**REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES**

**PROPOSAL GUARANTY BOND FORM**

## PROPOSAL GUARANTY BOND FORM

**State of Florida, County of Dade We,** _____ **as Proposers and Principal and** _____ **as Surety,** are held and firmly bound unto Miami-Dade County, Florida hereinafter called the County, in the **Penal sum of Fifty-thousand Dollars ($50,000.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The Principal has submitted the attached Proposal, dated _____,20__, for **a Request for Proposal, RFP No. MDAD-08-12.** The Principal shall at time of the opening of its Proposal furnish all documents and information required by the RFP Documents, and shall within the time stipulated in the RFP and Agreement, execute and deliver to the County, all documents required. Having met these obligations shall render this Bond void and of no effect or in the event of the failure to comply with the RFP Documents, or in the event of failure to enter into such Management Agreement and give such Bonds and evidence of insurance within the time specified, the Surety shall pay the County the sum above-stated.

IN WITNESS WHEREOF, the above bound parties have caused this Proposal Bond to be executed by their appropriate officials as of the_____ day of _____, 200__.

**WITNESSES**

_____

_____

**PRINCIPAL (If Corporation)**

_____
(Corporate Name)

_____
President

Print Name: _____

Attest: _____
Secretary

(CORPORATE SEAL)

PRINCIPAL (If Partnership or Corporate Joint Venture)

**(A) PARTNERSHIP OR CORPORATE JOINT VENTURER:**

_____
Name of Joint Venture

By: _____
President

Print Name: _____

Attest: _____
Secretary

(CORPORATE SEAL

**(A) PARTNERSHIP OR CORPORATE JOINT VENTURER:**

_____
Name of Joint Venture

By: _____
President

Print Name _____

Attest: _____
Secretary

(CORPORATE SEAL)

**COUNTERSIGNED BY RESIDENT FLORIDA AGENT OF SURETY:**

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

**SURETY:**

_____

By: _____
Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

# APPENDIX H

# LOBBYING RULES

## APPENDIX H
## LOBBYING RULES

### 1.1 Purpose and Scope of Lobbying Rules

a) The following rules delineate the responsibilities of lobbyists and County personnel lin implementing the requirements of the lobbying section of the Conflict of Interest and Code of Ethics ordinance.

### 1.2 Definition of "Lobbyist"

a) A lobbyist is any person, firm or corporation employed or retained by a principal that seeks to encourage 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 Manager or any County board or committee; or

3) any action, decision, or recommendation of County personnel during the time period of the entire decision-making process on such action, decision or recommendation which forseeably will be heard or reviewed by the County Commission or a County board or committee. "Lobbyist" specifically includes the principal as well as any employee whose normal scope of employment includes lobbying activities.

### 1.3 Exclusions

a) Attorneys or other representatives retained or employed solely for the purpose of representing individuals, corporations or other entities during publicly noticed quasi-judicial proceedings where the law prohibits ex-parte communication. A quasi-judicial proceeding is a hearing before a County or municipal commission or board where the rights of particular persons or entities are determined and for which prior notice, the opportunity to be heard and the introduction and evaluation of evidence are required (e.g. Value Adjustment Board, Community Zoning Appeals Board, Equal Opportunity Board).

b) Expert witnesses who provide only scientific, technical or other specialized information or testimony in public meetings. An expert witness is a person duly and regularly engaged in the practice of a profession who holds a professional degree from a university or college and special training or experience, or a person who is possessed of special knowledge or skill about the subject.

c) A representative of a neighborhood association who appears without compensation or reimbursement, whether direct, indirect or contingent, to express support of or opposition to any item. A neighborhood association is an organization of residential homeowners and tenants created to address quality of life issues in a defined neighborhood or community.

d) A representative of a not-for-profit community based organization for the purpose of requesting a grant, without special compensation or reimbursement for the appearance. A community based organization is a not-for-profit association or

e) corporation organized under state or local law to engage in community development activities (including, but not limited to, housing and economic development activities) and has as its primary purpose the improvement of the physical, economic or social environment by addressing one or more of the critical needs of the area, with particular attention to the needs of people with low or moderate incomes

f) Employees of a principal whose normal scope of employment does not include lobbying activities.

**1.4 Examples of Lobbying Activities**

a) Lobbying activities include but are not limited to:

1) Meetings or communication with elected officials or staff regarding a particular solicitation or product (i.e. time frames for the solicitation, specifications, qualifications, etc.).

2) Meetings or communication with elected officials or staff to discuss issues regarding a prior or ongoing solicitation or contract when a resolution of the matter may require approval of the Board of County Commissioners, the County Manager and his or her designee or a County board or committee.

3) Meetings or communication with elected officials or staff regarding any matter where the lobbyist is seeking to influence a decision or recommendation of staff on any matter that will require action or decision by the Board of County Commissioners, the County Manager or any County board or committee.

4) Meetings or communication with elected officials or staff regarding policy matters that may forseeably before the Board of County Commissioners, the County Manager or any County board or committee.

**1.5 Examples of Activities Not Constituting Lobbying**

a) Activities that do not constitute lobbying include but are not limited to the following:

1) Requests for information about procedures, forms, budgets or other requirements on behalf of another

2) Appearances at meetings or communications with staff or an elected official at the department or elected official are request or a description of materials or services available in response to a departmental request.

3) Advices or services communicated to a department or an elected official which arise out of an existing contractual obligation to the county or municipality.

4) Meetings or communication to provide staff or elected officials with general information regarding a firm's background or expertise.

## 1.6 General Registration Requirements

a) Every lobbyist must file an annual registration form with the Clerk at the time of initial registration and on or before January 15th of each year thereafter, along with an annual registration fee of four hundred and ninety dollars ($490.00).

b) Every lobbyist must file a registration form with the Clerk of the Board for each client within five days of being retained by a principal or before conducting any lobbying activities, whichever comes first.

c) The principal must also submit a principal authorization form prior to any lobbying. The principal must identify whether the lobbyist is retained for a particular matter or may lobby on any matter regarding the principal.

d) Every lobbyist must file a Notice of Withdrawal when the representation ends. The lobbyist must file an expenditure statement for the preceding year.

## 1.7 Selection Committee Registration Requirements

a) Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection n, technical review or similar committee shall list on an affidavit provided by the County, all individuals who may make a presentation. The affidavit shall be filed with the Clerk of Board at the time the response is submitted.

b) The individual or firm must submit a revised affidavit for any additional team members with the Clerk of the Board at least 2 days prior to the oral presentation. Any person not listed on the revised affidavit or who is not a registered lobbyist will not be permitted to participate in the oral presentation.

c) All additional team members, who are lobbyists, as defined herein, must file a principal authorization form (for the individual or entity) with the Clerk of the Board of County Commissioners prior to the oral presentation.

## 1.8 Not for Profit Registration Requirements

a) A lobbyist for a not-for-profit organization (unless lobbying for a community-based organization seeking grant funds) must register and file the required expenditure form. Upon request, the Clerk of the Board may waive the applicable registration fees.

## 1.9 Expenditure Reports

a) All registered lobbyists must file an expenditure report with the Clerk of the Board by July 1st of each year. The date of filing is the date that the report is received by the Clerk's office.

b) A lobbyist must file a report for every principal and must list all expenditures in excess of twenty-five dollars ($25.00) for the preceding calendar year. The form must be filed even if the lobbyist did not make any expenditures during the prior year.

## 1.10 Expenditure Categories

a) The lobbyist must report expenditures in the following categories: communications, entertainment, food and beverages, lodging, media advertising, publications and other. The information covered in each category is:

1) "Communications" means dissemination of information, including but not limited to the following means: audio-visual materials, signs, placards, buttons, promotional materials, or other display materials; together with any associated production services. This category does not include media advertising, publications or research.

2) "Entertainment" means amusement or recreation including but not limited to sporting, hunting, fishing, theatrical, artistic, cultural and musical activities or events.

3) "Food and Beverages" means meals, snacks or edible substances or liquids for drinking including services associated therewith.

4) "Lodging" means sleeping or living accommodations for an individual for one or more nights.

5) "Media advertising" means newspaper and magazine advertising, radio and television advertising and outdoor advertising including production services and copyrighting services.

6) "Other" means any item or service which is not included in one of the specified categories; this category does not include any item or service which is not required by law to be reported.

7) "Publications" means mass-produced, printed materials including but not limited to magazines, newsletters, brochures or pamphlets, which expressly encourage to communicate with agency officials or employees or to influence an agency with respect to a decision of the agency in the area of policy or procurement or which are designed to communicate with agency officials or employees.

8) "Research" means obtaining information relating to a specific policy issue or procurement matter regardless of the form or medium in which such information is provided including, but not limited to, surveys, information services, periodicals and consultants or consultant services to gather data or statistics.

9) "Special Events" means large scale functions, including but not limited to receptions, banquets, dinners or fairs to which more than 250 persons are invited and for which the expenditures associated with hosting the function are negotiated with a catering service or facility at a single, set price or which include multiple expenditure categories.

10) "Travel" means transporting an individual from, one place to another, regardless of the means used.

b) Certain items such as communications, publications and research are office expenses if performed by the lobbyist or principal or their employees. If those functions are

performed by independent contractors, other than the lobbyist or principal or an affiliate controlled by the principal, they are reportable under the appropriate expenditure category.

c) If an expense is incurred for a business purpose unrelated to lobbying and the product of that expense is later used for a lobbying purpose, the expenditure does not have to be reported.

**1.11 Penalties for Late Filing**

a) A late fee of fifty dollars per day per report will automatically be assessed for any report filed after the due date. All fines must be paid to the Clerk of the Board of County Commissioners.

b) The Clerk of the Board of County Commissioners will notify all lobbyists who have failed to file by July 15th of each year that they are not in compliance with the ordinance and of the current fines assessed against the lobbyist.

c) A lobbyist is automatically suspended and may not lobby any employee, elected official or before any County board (including the Board of County Commissioners) if the lobbyist has not filed an expenditure report by September 1rst of each year.

d) The Clerk of the Board of County Commissioners must provide the Ethics Commission with a report listing all lobbyists who have either failed to file disclosure reports or pay assessed fines by October 1rst of each calendar year. The Ethics Commission will provide the list to the Commission Advocate who may initiate complaint proceedings against any lobbyist for failure to file an expenditure report and/or pay assessed fines.

**1.12 Appeals**

a) Any lobbyist may appeal a fine and request a hearing before the Ethics Commission by filing an appeal with the Ethics Commission within fifteen days receipt of the Notice of Violation. Late fees will continue to accrue after an appeal unless the required forms are filed.

b) The lobbyist must mail or fax a letter to the Executive Director of the Ethics Commission stating the reasons for the appeal. The lobbyist must include in his or her notice of appeal any request for a hearing before the Ethics Commission. The lobbyist must attach any documentation or evidence for consideration by the Ethics Commission in making a determination on the appeal at the time the notice of appeal is filed.

c) The Ethics Commission may delegate determinations of appeals without a request for hearing to Commission staff. The staff may have the authority to waive fines in whole or part for good cause shown. Any determinations by staff must be ratified by the Ethics Commission or a committee appointed by the Chair.

d) A hearing on an appeal under this ordinance may be heard by a committee appointed by the Chair or the Ethics Commission as a whole. The Ethics Commission may waive any fines, in whole or part, for good cause shown.

**1.13 Contingency Fees**

a) 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 Manager 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 forseeably will be heard or reviewed by the County Commission or a County board or committee.

**1.14 Departmental Responsibilities**

a) All departments and agencies must maintain a visitor log for anyone seeking to do business with the department or agency or seeking administrative action from the department or agency. The log should include information regarding the name of the visitor, the staff person or persons visited and the purpose of the visit (i.e. name of matter or agenda item number).

b) All elected officials, board members and employees shall be diligent to ascertain whether persons appearing before them have registered as lobbyists. County personnel may check on a lobbyist's status through the Lobbyist Registration section of the Metronet or by calling the Clerk of the Board of County Commissioners. Elected officials, board members and employees may not knowingly permit a person who is not registered to lobby them regarding an issue.

**1.15 Penalties for Lobbying Violations**

a) The Ethics Commission may prohibit any lobbyist who commits a lobbying violation from lobbying before the Board of County Commissioners or any committee, board or personnel of the Miami-Dade County for a period of: 1) ninety days following determination of the first violation; 2) one year following determination of the second violation and 3) five years from determination of the third violation.

b) Any lobbyist who commits a lobbying violation is also subject to a two hundred and fifty-dollar fine for the first violation and a five hundred-dollar fine for the second violation.

c) The County Manager or the Board of County Commissioners may void any contract where a lobbying violation has occurred.

# APPENDIX I
# AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN/PROVISION

## APPENDIX I
## AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE 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 any individual who is a citizen (or lawfully admitted permanent resident) of the United States who is –*

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

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
(iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
(iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, The U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
(v) "Subcontinent Asian Americas," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
(vi) Women;
(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
*Tribally-owned concern* means any concern at least 51 percent owned by an Indian tribe as defined in this section.
(viii) "ACDBELO", the Airport Concession Disadvantaged Business Enterprise Liaison Officer, is the Associate Aviation Director of MDAD, Minority Affairs Division which is responsible for developing, implementing and monitoring the ACDBE program.

## APPENDIX I
## AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE 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. MDAD 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 their website address http://www.dot.state.fl.us/equalopportunityoffice; or the Miami-Dade County, Department of Regulatory & Economic Resources, Small Business Development Division (SBD) at (Phone: (305) 375-3111) website: http://new.miamidade.gov/business-certification-programs-DBE.asp. or
   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 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 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 their website addresses http://www.dot.state.fl.us/equalopportunityoffice; or the Miami-Dade County, Department of Regulatory & Economic Resources, Small Business Development Division (SBD) at Phone: (305) 375-3111 website: http://new.miamidade.gov/business-certification-programs-DBE.asp.
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 draft sub-concession agreement at bid submission;
5) Successful Proposer is required to submit 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 website: http://www.dot.state.fl.us/equalopportunityoffice; of such ACDBE firms; or the Miami-Dade County, Department of Regulatory & Economic Resources, Small Business Development Division (SBD) at Phone: (305) 375-3111 website: http://new.miamidade.gov/business-certification-programs-DBE.asp. and,
8) Experience of the ACDBE sub-concessionaire must be listed on the Experience Sheet. **(ACDBE SCHEDULE 4)**

MDAD may request any other information as 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 a 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 Minority Affairs Division, Monthly Utilization Report commencing (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 with his proposal documentation to demonstrate all good faith efforts extended by the Proposer in attempting to meet the stated ACDBE participation goal.

## APPENDIX I
## AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN/PROVISION

The good faith efforts documentation is required to be submitted with the proposal and shall include, but not be limited to:

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

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

c. For each ACDBE Firm contacted but which the 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 ACDBEs of participation opportunities under a given solicitation.

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

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

g. Written notification to ACDBEs 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), the Associate Aviation Director, MDAD, may require that the Proposer meet with the ACDBELO at Miami-Dade County Aviation Department, Minority Affairs Division, Building 5A, 3rd Floor, Miami, Florida 33102-5504, or such other place as the ACDBELO may designate. The purpose of this meeting shall be for the ACDBELO to determine, if necessary, whether the effort of the 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 (15) days after initial meeting with the Proposer, the ACDBELO shall make a written recommendation to the Deputy Aviation Director or his designee, which shall include a statement of the facts and reasons upon which the recommendation is based.

**Administrative Reconsideration**

a) Within 5 days of being informed by MDAD that it's Bid/Proposal is not in compliance and not responsible, because it has not documented sufficient good faith efforts, a Proposer may request administrative reconsideration.

Proposer should make this request in writing to the Contracting Officer: Aviation Director or his designee, Miami-Dade Aviation Department P.O. Box 025504, Miami, Florida 33102-5504, telephone number (305) 876-7077.

The reconsideration official will not have played any role in the original determination that the Proposer did not document sufficient good faith efforts.

a) 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.

b) MDAD will send the Proposer a written decision on reconsideration, explaining the basis for finding that 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 that provided in its Airport Concession Disadvantaged Business Enterprise Participation Plan unless authorized to do so by the Director, or his designee, in writing.

Such written authorization may be given upon a receipt of written request from the Proposer outlining the reason the request for change is being submitted specific details of the requested change and impact of the requested change on the ACDBE Participation as originally submitted. Failure on the part of the 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.

## APPENDIX I
## AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN/PROVISION

### 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(s) there under without the prior written authorization of the Director.

B. Substitution of ACDBE Firms

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

3. Determination of Excuse of Rightful Termination. If the Proposer at any time submits a written request under these Provisions to the Director, as soon as practicable, 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 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 Director that it has made every reasonable

efforts to negotiate with an ACDBE Firm in an attempt to enter into an agreement, but that it was unable to enter into such agreement because the ACDBE Firms were (i) not qualified; (ii) Unavailable; or (iii) although Qualified and not Unavailable, was unwilling or unable to reach an agreement.

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

VII. **Continued Compliance** - MDAD shall monitor the compliance of the Proposer with the requirements of this Plan during the term of the contract. MDAD shall have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with these.

Provisions including, but not limited to, manpower tables, records for expenditures, observations at the job site, and contracts between the Proposer and his sub-concessionaires, suppliers, etc., entered into during the life of the Contract.

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

1. The suspension of any payment or part thereof due the ACDBE Subtenant, Joint Venture Partner or Sub-concessionaire from the Proposer until such time as the issues concerning the Proposers 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 MDAD for a period of not longer than three years. No such sanction shall be imposed by MDAD upon the Proposer except pursuant to a hearing conducted by the ACDBELO and/or Director.

**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 a Notarized Monthly Report of ACDBE Joint Venture Activity (**ACDBE SCHEDULE 7**) providing documentation on the achievement of the ACDBE Joint Venture partner to the Minority Affairs 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)

_____ Title: _____
(Signature)

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

**Signature of Proposer** **Date**

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

# LETTER OF INTENT
# AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

**ACDBE Firm:**_____

**Project:**_____

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

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

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

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

| Description of Services | % of Bid/Proposal |
|---|---|
| | |
| | |
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| | |
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| | |
| | |

**Total%**_____

**Print Name**_____ **Title**_____

**ACDBE Firm**_____

**Signature of ACDBE**_____ **Date**_____

# AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) EXPERIENCE SHEET

**ACDBE NAME** _____

**ADDRESS** _____

_____

_____

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

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

# 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

# CONCESSION MONTHLY UTILIZATION REPORT

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

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

Actual _____

| Name and Address | Date of Award | Terms of Agreement | Agreement Amount | Modification Amount |
|---|---|---|---|---|
| | | Starting: _____<br>Expiration: _____<br>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 $ _____

## AIRPOR T CONCESSION DISADVANTAGED BUSINESS ENTERPRISES (ACDBE) OPPORTUNITIES

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

# Monthly Report Of ACDBE Joint Venture Activity

**Joint Venture Partner:** _____

**Reporting Month:** _____

| Function | Performed | Location | # of Hours Per Employee On-Site | # of Hours Off-Site | Attach Support Documentation | JV Partner Signature |
|---|---|---|---|---|---|---|
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| | | | | | | |
| | | Total | | | | |

I attest that the above information is accurate and complete.

_____ _____

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

_____ _____

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

Sworn before me: This _____ day of _____ 20 _____

Notary Public: _____

Additional page (s) may be used if needed.



Revised: May 15, 2012

# APPENDIX J

# LABOR PEACE AGREEMENT

# (to be submitted with Proposal)