

Memorandum



Date: May 10, 2018

To: Honorable Chairman Esteban L. Bovo, Jr.,
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Fifth Amendment to Lease and Concession Agreement with Duty Free Americas Miami, LLC for the Duty-Free and Tax-Free Concession Program at Miami International Airport

EDTC

Agenda Item No. 3(B)

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the Fifth Amendment to the Lease and Concession Agreement with Duty Free Americas Miami, LLC (DFA) for the Duty-Free and Tax-Free Concession Program at Miami International Airport (MIA), extending the term of the Agreement through 2024 and providing for a \$17 million minimum investment by DFA into its 21 locations. It is recommended that it is in the best interests of Miami-Dade County to waive competitive bid procedures pursuant to Miami-Dade County Code Section 2-8.1 and Section 5.03D of the Home Rule Charter. It is also recommended that it is in the best interests of Miami-Dade County to waive the provisions of Resolution No. R-1587-72.

Scope

MIA is located primarily within District 6, which is represented by Commissioner Rebeca Sosa; however, the impact of this item is countywide as MIA is a regional asset.

Delegated Authority

In accordance with Miami-Dade County Code Section 2-8.3 related to identifying delegation of Board authority contained within the subject agreement, the County Mayor or County Mayor's designee has the authority to terminate the agreement.

Fiscal Impact/Funding Source

This is a revenue-generating contract. DFA currently pays the Miami-Dade Aviation Department (MDAD) a Minimum Annual Guarantee (MAG) of \$26,710,605.

Track Record/Monitor

DFA is current in its payments to Miami-Dade County. MDAD Chief of Airport Concessions Adrian Songer monitors this agreement.

Background

On November 3, 2005, pursuant to Resolution No. R-1226-05, the Board approved the award of a Lease and Concession Agreement to DFA for duty-free and tax-free services in the North, South and Central Terminals at MIA. The Agreement was for a 10-year term with one two-year extension, and an expiration date of December 31, 2017.

Pursuant to Resolution No. R-13-10, on January 21, 2010, the Board amended all South Terminal concessionaires' Agreements to provide financial relief due to construction delays and lower than

anticipated passenger traffic (First Amendment). Specifically, the amendment waived the MAG and required DFA to pay the lesser of the percentage category fee for the product sold or the MAG for the first year and amended the start of the lease from the lease effective date to the date of beneficial occupancy. No rent was to be charged until the first anniversary date of beneficial occupancy.

On December 19, 2011, pursuant to Resolution No. R-1120-11, the Board amended Central Terminal Agreements to provide financial relief to nine concessionaires, including DFA, until January 31, 2013, due to a decrease in passenger traffic resulting from construction that forced passengers to exit the Terminal between Terminal E and Terminal D, and walk on the curbside (Second Amendment). Under the second amendment, retroactive to November 1, 2009, the concessionaire paid the assigned concession category percentage fee of gross revenues in lieu of MAG plus annual rent for DFA's Central Terminal five locations until January 31, 2013.

Pursuant to Resolution No. R-892-12, on November 27, 2012, the Board amended those Agreements again, extending the same financial relief package to the same concessionaires until January 31, 2015, due to necessary relocation of airlines and uncertainties facing the Central Terminal Redevelopment (Third Amendment).

The Board amended Agreements for DFA and other North Terminal concessionaires to reset the lease effective dates from January 1, 2006, to September 14, 2014, pursuant to Resolution No. R-96-14, to financially compensate the concessionaires for delayed gate openings and subsequent decreased passenger traffic due to construction (Fourth Amendment).

With approval of the Fourth Amendment, DFA's North Terminal leases will expire in 2024; Central and South Terminal DFA locations are operating on an authorized month-to-month basis. MDAD would therefore need to issue a Request for Proposals (RFP) for the Central and South Terminal duty-free concessions.

Currently, passengers buy their duty-free merchandise in one of 21 locations in the North, Central and South Terminals and, pursuant to U.S. Customs regulations, the purchase is delivered to them at the gate prior to entering the jet bridge. If multiple duty-free concessionaires operate at MIA, there would be two companies delivering the purchases from three different Terminals to potentially three different terminals; potentially having to deliver product from a South Terminal location to a North Terminal gate, for example, for those passengers transiting through MIA from one international destination to another. That could slow the boarding process, which is a major concern, because airlines have a cut-off time for duty-free delivery. Having multiple operators and possible delays at the gate will increase airline and passenger complaints.

The proposed Fifth and final Amendment would extend the occupancy date of DFA's South and Central Terminal locations to September 13, 2024, thereby syncing with the expiration date of the North Terminal stores. As a condition of this Fifth Amendment, DFA is required to commit to a \$17 million Capital Investment Program for all of its MIA locations, \$8,200,000 of which is to be dedicated to the Central and South Terminals. DFA acknowledges that it is not entitled to repayment of its unamortized costs upon termination of the Lease on September 13, 2024.

The Mayor's Special Assistant for Landside Business Operations has reviewed all the correspondence between the parties, granting approvals and authorization to move forward, and confirms that negotiations have taken place in good faith.

PROJECT: Duty Free and Tax Free Concession Program

PROJECT NO.: RFP 03-04

PROJECT LOCATION: Miami International Airport

COMPANY NAME: Duty Free Americas, Miami, LLC

TERM OF AGREEMENT: The term commenced on January 1, 2006, and was scheduled to expire 10 years after the lease effective date. DFA's North Terminal locations received a new lease effective date of September 14, 2014, and therefore an expiration date of 10 years later. Central and South Terminal locations are currently on a month-to-month basis.

OPTIONS TO RENEW: None

RECOMMENDED MODIFICATION: Establish a new Lease Effective date of September 14, 2014, for the entire DFA Agreement (including Central and South Locations), based on operational, security and logistics necessities. The Agreement would expire September 13, 2024.

CONTRACT MEASURE: 30 percent Airport Concession Disadvantaged Business Enterprise (ACDBE) goal

CONTRACT MEASURES ACHIEVED AT AWARD: 30 percent

CURRENT ACDBE FIRMS: Concourse Concessions, Inc. 20.0 percent/\$17,545,145
Siboney Wine & Spirits Merchants, 10 percent/\$8,772,572

CONTRACT MEASURE ACHIEVED TO DATE: ACDBE Gross Sales \$26,317,718 or 30 percent of total
\$87,725,725 (FY 2017)

COMPANY PRINCIPALS: Simon Falic
Jerome Falic
Leon Falic
Bettye Dixon
Jaime Alonso

**GENDER, ETHNICITY AND
OWNERSHIP BREAKDOWN:**

Limited Liability Company
Duty Free Americas Airports, Inc., 70 percent
Concourse Concessions, Inc., 20 percent
Siboney Wine & Spirits Merchants, 10 percent

COMPANY LOCATION:

Office: 6100 Hollywood Blvd., 7th Floor
Hollywood, FL 33024

Warehouse and Office:
1800 NW 70th Avenue, Miami, FL 33126

HOW LONG IN BUSINESS:

13 years

**PREVIOUS AGREEMENTS
WITH THE COUNTY IN LAST
FIVE (5) YEARS:**

Existing Agreement

LIVING WAGE:

No

INSPECTOR GENERAL:

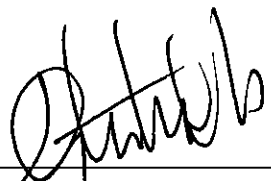
Provisions included in the agreement

FUNDING SOURCE:

This is a revenue-generating agreement

USER AGENCY:

Miami-Dade Aviation Department



Jack Osterholt
Deputy Mayor

Approved _____ Mayor Agenda Item No.
Veto _____
Override _____

RESOLUTION NO. _____

RESOLUTION WAIVING COMPETITIVE BIDDING BY TWO-THIRDS VOTE OF THE MEMBERS PRESENT PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1 OF THE COUNTY CODE; WAIVING THE PROVISIONS OF RESOLUTION NO. R-1587-72 AS BEING IN THE BEST INTERESTS OF MIAMI-DADE COUNTY; APPROVING FIFTH AMENDMENT TO LEASE AND CONCESSION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND DUTY FREE AMERICAS MIAMI LLC FOR THE PROVISION OF DUTY AND TAX FREE MERCHANDISE AT MIAMI INTERNATIONAL AIRPORT; EXTENDING THE TERM OF THE AGREEMENT THROUGH SEPTEMBER 14, 2024 AND PROVIDING FOR A MINIMUM INVESTMENT BY DUTY FREE AMERICAS MIAMI LLC OF \$17,000,000; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AND ENFORCE SAME

WHEREAS, Duty Free Americas Miami LLC is currently providing duty and tax free merchandise as well as limited duty and tax paid merchandise at Miami International Airport, pursuant to its existing agreement with Miami-Dade County; and

WHEREAS, that agreement authorizes Duty Free Americas Miami LLC to occupy locations in North Terminal through 2024, but only authorizes Duty Free Americas Miami LLC to occupy locations in South and Central Terminals through 2018; and

WHEREAS, it is in the best interests of the County to have a single duty and tax free concession at Miami International Airport; and

WHEREAS, under the terms of the existing agreement with Duty Free Americas Miami LLC, the concessionaire pays a significant sum to the County on a yearly basis, with annual revenues to the County often exceeding \$30,000,000; and

WHEREAS, payments to the County under the terms of the existing agreement are in excess of typical payments from duty free operators at other airports; and

WHEREAS, Duty Free Americas Miami LLC, as a condition of the extension of its agreement, is willing to invest \$17,000,000 into refurbishment of its locations; and

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 finds that it is in the best interests of Miami-Dade County to waive competitive bidding by a two-thirds vote of the Board members present, pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the County Code; waive the provisions of Resolution No. R-1587-72 in the best interests of Miami-Dade County; authorize the County Mayor or the County Mayor's designee to execute the Fifth Amendment to the Lease and Concession Agreement for the provision of duty and tax free merchandise at Miami International Airport between Miami-Dade County and Duty Free Americas Miami LLC, which extends the occupancy date of locations in South and Central Terminals through September 14, 2024 and provides for a minimum investment by the concessionaire of \$17,000,000; and authorize the County Mayor or County Mayor's designee to enforce the terms of such First Amendment.

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

- | | |
|-------------------------------------|-------------------|
| Esteban L. Bovo, Jr., Chairman | |
| Audrey M. Edmonson, Vice Chairwoman | |
| Daniella Levine Cava | Jose "Pepe" Diaz |
| Sally A. Heyman | Barbara J. Jordan |
| Joe A. Martinez | Jean Monestime |
| Dennis C. Moss | Rebeca Sosa |
| Sen. Javier D. Souto | Xavier L. Suarez |
| District 5 - Vacant | |

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of June, 2018. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

EWJ for

David Murray

**FIFTH AMENDMENT TO
LEASE AND CONCESSION AGREEMENT FOR
DUTY FREE & TAX FREE CONCESSION
WITH DUTY FREE AMERICAS MIAMI, LLC
AT MIAMI INTERNATIONAL AIRPORT**

THIS FIFTH AMENDMENT to the Lease and Concession Agreement for Duty & Tax Free Concession (the "Fifth Amendment") is made and entered into this _____ day of _____, 2018, by and between Miami-Dade County acting by and through its Aviation Department ("County" or "MDAD") and Duty Free Americas Miami LLC ("Concessionaire").

WHEREAS, by Resolution No. R-1226-05 passed and adopted November 3, 2005, the Board of County Commissioners of Miami-Dade County, Florida authorized a Non-Exclusive Lease and Concession Agreement ("the Agreement") for Duty & Tax Free Concession at Miami International Airport; and

WHEREAS, by Resolution No. R-13-10 passed and adopted January 21, 2010, the First Amendment providing MAG and rent relief to the South Terminal Locations.

WHEREAS, by Resolution No. R-1121-11 passed and adopted December 19, 2011, the Second Amendment MAG and rent relief to the Central Terminal Locations.

WHEREAS, by Resolution No. R-892-12 November 8, 2012, passed and adopted the Third Amendment extending the MAG and rent relief to the Central Terminal Locations until January 31, 2015.

WHEREAS, the Board of County Commissioners, in Resolution No. R. 96-14, authorized the County Mayor or the County Mayor's designee to set the Lease Effective dates for concessions in the North Terminal to September 14th, 2014 resulting in the Fourth Amendment recorded on December 28, 2016.

WHEREAS, the Concessionaire is committed to a Capital Investment of at least \$17,000,000 during the Term of the Agreement; and

NOW THEREFORE, in consideration of the premises, and terms and conditions of the Agreement, the parties to this Fifth Amendment agree as follows:

1. **Sub-Article 1.01 "Term"** is replaced in its entirety as follows:

1.01 TERM:

The County hereby leases to the Concessionaire the Locations, depicted in Exhibit A, for a Term expiring on September 13, 2024, or unless sooner terminated pursuant to **Article 12 "Default and Termination by County"**. Locations are: DA2535, DA2540, DA2345, DA2546, DA2565, DB21120, DD21008, DD21530, E2703, E2706, E2180, S3290, F2636, F2850, H2690, H20334, H20338, H20340, H20536, J2595 and J2663.

In no event shall this Agreement afford the Concessionaire or any other party any right to use or occupy the Locations (or any part thereof) after the expiration, termination of this Agreement. The provisions of this Agreement shall remain in full force and effect until the expiration of obligations by the Concessionaire hereunder; notwithstanding, the Concessionaire shall not be entitled to make use of or occupy Locations hereunder after the expiration of the term applicable to such Location (s). Concessionaire agrees that the above locations constitute all locations promised to Concessionaire under this Agreement; however, nothing herein shall prevent the County from adding additional concession locations as may be warranted by future events.

2. Addition of **Sub-Article 4.13 "Capital Investment"** as follows:

As a condition of this Fifth Amendment, the Concessionaire is hereby committed to invest at least \$17,000,000, of which \$3,400,000 has been spent between 2015 and 2017 and no less than \$7,300,000 will be invested by the end of 2018 to mid-2019 into the physical infrastructure of the Locations (schedule attached). In addition, the final \$6,300,000 will be invested before the end of the Term. Of the total \$17,000,000 to be invested in the three segments noted above, the Concessionaire must invest no less than \$8,200,000 for Improvements to Locations in Central and South Terminal as approved by the Department.

3. Add sub paragraph (c) to **Sub-Article 4.10 "Amortization Schedule"** as follows:

(c) With respect to investments made pursuant to Section 4.13, Concessionaire shall not be entitled to repayment of unamortized costs upon termination of this Lease on September 13th, 2024. Concessionaire expressly acknowledges that such investment cannot be amortized over a sixty month timeframe given a September 13th, 2024 termination date. Concessionaire shall therefore solely bear all costs associated with such unamortized amounts, as well as all financing risk and costs, and shall not have any claim against the County of any kind for such costs. Notwithstanding, in the event that the County, prior to September 13th, 2024, deletes or modifies such any location at which investment has been made pursuant to Section 4.13, the County shall be responsible for payment of unamortized costs in the manner provided for in Section (a) above.

4. Addition of **Sub-Article 4.13 "Redevelopment of Central and South Terminal by the Department"**

The Department is in the process of redeveloping the Central and South Terminal Concession Program, and is also considering renovations to the interiors of such Terminals. These redevelopments and renovations may result in the imposition of certain standards for the exterior portions of Concessionaires Locations, including but not limited to terminal facing display space, exterior signage, exterior materials specifications, cladding specifications, and the like. In the event that the Department issues such standards, either as part of the Design Guidelines or otherwise, during the term of this Agreement, Concessionaire at its sole cost and expense shall cause its locations to conform to these standards.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to the Agreement the date and year first above written.

CONCESSIONAIRE

DUTY FREE AMERICAS MIAMI LLC
(Legal Name of Corporation)

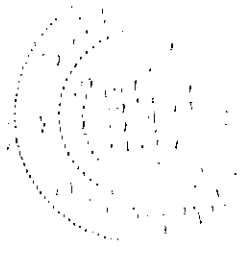
ATTEST:

Secretary *David Taney*
(Signature and Seal)

By: *[Signature]*
Authorized Officer - Signature

David Taney - General Counsel
(Type Name & Title)

Name: Simon Falic
Chief Operating Officer
(Type Name & Title)



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

By: _____
Mayor

Approved for Form
and Legal Sufficiency

Assistant County Attorney

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

SCHEDULES

DUTY FREE AMERICAS, INC

Capital Expenditures - Miami Airport

	Fiscal Year	Sound & Visual Equipment	Furniture & Fixtures	Store Design	Store Construction	Total
Summary All Stores	2015	308,255	605,985	186,657	1,487,616	2,588,513
	2016	127,217	369,684	24,531	181,609	703,040
	2017	3,516	16,221	14,028	25,713	59,478
		438,988	991,890	225,216	1,694,938	3,351,032

MIA / DFA Capital Planning for 2018-2019

<u>Terminal</u>	<u>Concourse</u>	<u>Store #</u>	<u>Area</u>	<u>Scope of Work</u>	<u>Est. Cost</u>
South	J	748	755	Premium Liquor Concept	\$ 679,000
South	J	725	2,506	Renovation of DF store	\$ 1,127,700
South	H	728	826	Renovation/new concept for existing Tommy store	\$ 438,587
South	H	727	27	New entrance display (Puig)	\$ 56,070
Estimated Subtotal - South Terminal					\$ 2,301,357
<hr/>					
<u>Terminal</u>	<u>Concourse</u>	<u>Store #</u>	<u>Area</u>	<u>Scope of Work</u>	<u>Est. Cost</u>
Central	E / Satellite	713	2,043	Renovation of existing DF store	\$ 650,000
Central	E / Lobby	717	127	Renovation to watch and liquor departments	\$ 150,000
Central	F / Airside	715	2,944	Renovation of existing DF store	\$ 1,526,223
Estimated Subtotal - Central Terminal					\$ 2,326,223
<hr/>					
<u>Terminal</u>	<u>Concourse</u>	<u>Store #</u>	<u>Area</u>	<u>Scope of Work</u>	<u>Est. Cost</u>
North	D	701	6,100	Renovation of existing DF store	\$ 1,041,414
North	D	706	6,350	Renovation of existing DF store	\$ 1,653,988
Estimated Subtotal - North Terminal					\$ 2,695,402
<hr/>					
Estimated Grand Total - All Terminals					\$ 7,322,982

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MIA / DFA Capital Planning Projections for Years 2020-2024

Years 2020 - 2022

Terminal	Area	% of total DF retail	Investment
South	8,857	22%	1,171,717
Central	13,993	34%	1,810,835
North	18,036	44%	2,343,434
Capex Commitment:			\$ 5,325,986 Subtotal - Years 2020-2022

Year 2023

Terminal	Area	% of total DF retail	Investment
South	8,857	22%	110,000
Central	13,993	34%	170,000
North	18,036	44%	220,000
Capex Commitment:			\$ 500,000 Subtotal - Year 2023

Year 2024

Terminal	Area	% of total DF retail	Investment
South	8,857	22%	110,000
Central	13,993	34%	170,000
North	18,036	44%	220,000
			\$ 500,000 Subtotal - Year 2024

\$ 6,325,986 Grand Total - Years 2020 - 2024

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

This sworn statement is submitted for:

PROJECT TITLE: Lease and Concession Agreement for Duty Free & Tax Free Concession at Miami International Airport

PROJECT NUMBER: Lease Number - 002849

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared Simon Falic (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

Duty Free Americas Miami, LLC
(Name of Entity)

6100 Hollywood Blvd., 7th Floor, Hollywood, FL 33024
(Address of Entity)

615-1121417121510
Federal Employment Identification Number

hereinafter referred to as the Entity being its

Chief Operating Officer
(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.]**

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**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 AWARDED WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

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

(1)

_____	\$ _____	\$ _____	_____ %
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Name of Dept.
& Summary
of Services
Performed

Litigation
Arising out
of Contract

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

(2)

_____	\$ _____	\$ _____	_____ %
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Name of Dept.
& Summary
of Services
Performed

Litigation
Arising out
of Contract

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
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(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? Since 2005

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm?

No

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. Lease No. - 002849 Federal Employer Identification No. (FEIN): 65-1247250
 Contract Title: Lease and Concession Agreement for Duty Free & Tax Free Concession at Miami International Airport
 Affidavits and Legislation/Governing Body

1.	<i>Miami-Dade County Ownership Disclosure</i> Sec. 2-8.1 of the County Code	6.	<i>Miami-Dade County Vendor Obligation to County</i> Sec. 2-8.1 of the County Code
2.	<i>Miami-Dade County Employment Disclosure</i> County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code	7.	<i>Miami-Dade County Code of Business Ethics</i> 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(e) of the County Code
3.	<i>Miami-Dade County Employment Drug-free Workplace Certification</i> Sec. 2-8.1.2(b) of the County Code	8.	<i>Miami-Dade County Family Leave</i> Article V of Chapter 11 of the County Code
4.	<i>Miami-Dade County Disability Non-Discrimination</i> Article 1, Section 2.8.1.5 Resolution R182-00 amending R-385-95	9.	<i>Miami-Dade County Living Wage</i> Sec. 2-8.9 of the County Code (If applicable)
5.	<i>Miami-Dade County Debarment Disclosure</i> Section 10-38 of the County Code	10.	<i>Miami-Dade County Domestic Leave and Reporting</i> Article 8, Section 11A-60, 11A-67 of the County Code

AFFIDAVIT - SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN OR IRAN PETROLEUM ENERGY SECTOR LISTS FLORIDA STATUTES 215.473

Pursuant to 215.473, F.S., the {Duty Free Americas Miami, LLC} ("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.

Contractor Due Diligence Affidavit
(Applicable to Contracts over \$1,000,000)

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds One Million Dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

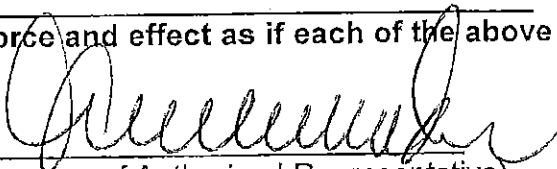
- (1) Have any lawsuits been filed against the firm, its directors, partners, principals and/or board members, based on a breach of contract by the firm, in the five (5) years prior to bid or proposal submittal?
No Yes ____ If so, attach a list of those lawsuits, including the case name, number and disposition.

- (2) Has the firm been defaulted in the five (5) years prior to bid or proposal submittal?
No Yes ____ If so, attach a list of those instances, including a brief description of the circumstances.

- (3) Has the firm been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not?
No Yes ____ If so, attach a list of those instances.

All of the above information shall be attached to the executed affidavit. The Vendor/Contractor attests to providing all of the above information, if applicable.

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)

Simon Falic
(Print Name of Authorized Representative)

Title Chief Operating Officer

Date 2/9/18

Notary Public Information

Notary Public - State of Florida County of Broward

Subscribed and sworn to (or affirmed) before me this 9th day of February 2018

by Simon Falic He or she is personally known to me or has produced I.D.

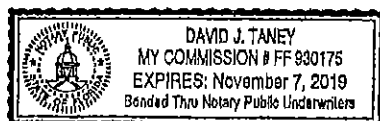
Type of identification produced _____

David J. Taney
Signature of Notary Public

FF 930175
Serial Number

David Taney
Print or Stamp of Notary Public

11/7/19
Expiration Date



Notary Public Seal

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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)



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Detail by Entity Name

Florida Limited Liability Company
DUTY FREE AMERICAS MIAMI, LLC

Filing Information

Document Number	L05000031151
FEI/EIN Number	65-1247250
Date Filed	03/30/2005
State	FL
Status	ACTIVE

Principal Address

6100 HOLLYWOOD BLVD., 7TH FLOOR
HOLLYWOOD, FL 33024

Mailing Address

6100 HOLLYWOOD BLVD., 7TH FLOOR
HOLLYWOOD, FL 33024

Registered Agent Name & Address

TANEY, DAVID
6100 HOLLYWOOD BLVD., 7TH FLOOR
HOLLYWOOD, FL 33024

Authorized Person(s) Detail

Name & Address

Title MGRM

DUTY FREE AMERICAS AIRPORTS, INC.
6100 HOLLYWOOD BLVD
HOLLYWOOD, FL 33024

Title COO

FALIC, SIMON
6100 HOLLYWOOD BLVD 7TH FLOOR
HOLLYWOOD, FL 33024

Title CFO

MCCLOSKEY, TIMOTHY P
6100 HOLLYWOOD BLVD 7TH FLOOR
HOLLYWOOD, FL 33024

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Annual Reports

Report Year	Filed Date
2016	01/27/2016
2017	01/04/2017
2018	01/18/2018

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