MEMORANDUM

Agenda Item No. 8(P)(3)

TO: Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners

DATE: May 20, 2025

FROM: Geri Bonzon-Keenan County Attorney

SUBJECT: Resolution approving award of six non-exclusive permits to provide General Aeronautical Services to Commercial Aircraft Operators and Airlines at Miami International Airport, Solicitation No. EVN0000202, to American Sales and Management Organization LLC dba Eulen Aviation, G2 Secure Staff LLC, Swissport Usa, Inc., Triangle Services of Florida, Inc., Ultra Aviation Services, Inc., and Menzie's Aviation (USA), Inc.; providing for payment of seven percent of gross revenues to the County for an initial five-year term and two, two-year options to renew for the Miami-Dade Aviation Department; and authorizing the County Mayor to execute the permits and to exercise all provisions thereof, including any cancellation, renewals or extensions, pursuant to section 2-8.1 of the Code and Implementing Order 3-38

The accompanying resolution was prepared by the Strategic Procurement Department and placed on the agenda at the request of Prime Sponsor Commissioner Oliver G. Gilbert, III.

Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum

Date: May 20, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Subject: Recommendation to Award Non-Exclusive Permits to Provide General Aeronautical Services Permits (GASP) to Commercial Aircraft Operators and Airlines

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Summary

This item is for the award of revenue generating, non-exclusive general aeronautical services permits required to meet the needs of airport travelers and patrons for the Miami-Dade Aviation Department (MDAD). The permits provide for a full range of general aeronautical services, such as ticket counter and operations services, passenger services, ramp services, porter assistance services, dispatching and communications services, and meteorological navigation services. The permittees will provide these services to commercial aircraft operators and airlines operating at Miami International Airport (MIA) through contractual agreements among the entities and pay MDAD seven percent of gross revenues. These permits are essential for MIA operations and the provision of general aeronautical services to commercial aircraft operators and airlines. Additionally, this initiative aligns with MIA's $9 billion Future-Ready Modernization in Action plan, further advancing the airport's strategic vision to enhance infrastructure, elevate service offerings, and drive sustainable growth and operational excellence.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve six competitive revenue generating permits as a result of *Solicitation No. EVN0000202, General Aeronautical Services Permits (GASP) to Commercial Aircraft Operators and Airlines,* to American Sales and Management Organization LLC dba Eulen Aviation; G2 Secure Staff, LLC; Swissport USA, Inc.; Triangle Services of Florida, Inc.; Ultra Aviation Services, Inc.; and Menzie's Aviation (USA), Inc. for a five-year term with two, two-year options to renew for MDAD. Each vendor will pay MDAD seven percent of its gross revenues annually in accordance with Implementing Order No. 4-125. These permits will replace the permits approved by the Board via Resolution Nos. R-27-16 and R-1149-15.

Background

A Request for Qualifications was issued under full and open competition on September 11, 2024. On the closing date of September 27, 2024, the County received 10 proposals, including nine from local firms. Upon review of the proposals received, the County identified potential responsiveness issues from seven proposing entities for Group B and requested a legal review of the proposals to ascertain whether they were responsive. On October 7, 2024, the County Attorney's Office notified the County that all seven proposals were deemed responsive for Group B (opinion attached). On October 3, 2024, proposals were provided to the Office of Small Business Development for goal compliance review. On October 8, 2024, SBD completed its review for compliance with the 100% Local Developing Business (LDB) set-aside measure for Group A and 20% LDB Subcontractor Goal for Group B. An evaluation meeting was conducted on October 8, 2024. A copy of the Coordinator's Report is attached.

The permits include two groups: Group A (single permittee) and Group B (five permittees). Upon approval, the six permittees will market their services to the commercial aircraft operators and airlines operating at MIA to secure contractual agreements. Upon securing such agreements, the permittees will provide the agreements to MDAD for compliance with this contract's terms and conditions, including monthly revenue reporting.

The permits also include provisions aimed at promoting employee satisfaction and establishing a joint labor-management workplace safety committee, reflecting the County's strong commitment to the safety

of airport workers. Protecting the health and well-being of airport employees is essential, given the numerous risks they face, including exposure to heavy machinery, fast-moving vehicles, and hazardous materials. For permittees operating at MIA, adhering to health and safety standards is crucial in reducing the potential for injury or fatality. In line with the County's priorities, permits are recommended to be awarded to vendors who prioritize workplace safety. By doing so, the County aims to foster a culture of responsibility and accountability that will not only safeguard airport workers but also enhance the overall safety of airport operations and improve customer service at MIA.

Scope
Miami International Airport is located within District 6, which is represented by Commissioner Kevin Marino Cabrera; however, the impact of this item is countywide.

Fiscal Impact/Funding Source
The permittees will pay MDAD seven percent of gross revenues. The current five permits require vendors to pay MDAD seven percent of gross revenues annually for a cumulative nine year and six-month term and each expires on August 18, 2025.

Track Record/Monitor
The five incumbent firms have performed satisfactorily under the existing permits. Wayman Bannerman, Chief of Permits, will monitor these permits.

Delegated Authority
If this item is approved, the County Mayor or County Mayor's designee will have the authority to execute the permits and exercise all provisions thereof, including any cancellation, renewals, or extensions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendors Recommended for Award

Vendor	Principal Address	Local Address	Number of Employee Residents 1) Miami-Dade 2) Percentage*	Principal	Awarded Group
American Sales and Management Organization, LLC dba Eulen Aviation	7200 NW 19 Street Miami, FL	Same	1,117 48%	Alice Cardoso	B
G2 Secure Staff, LLC	400 East Las Colinas Boulevard Irving, TX	2550 NW 72 Avenue Miami, FL	209 1.7%	Roger Zebroski	B
Swissport USA, Inc.	227 Fayetteville Street Raleigh, NC	MIAD Building 2134 Miami, FL	812 12.59%	Nelson Camacho	B
Triangle Services of Florida, Inc.	550 West Sunrise Boulevard Fort Lauderdale, FL	80 MIAD Circle Miami, FL	345 22.46%	Lonnie Fine	B
Ultra Aviation Services, Inc. (ACDBE, DBE, LDB)	5600 NW 36 Street Miami, FL	MIAD Concourse E Miami, FL	625 96.9%	Raul R. Dube	A
Menzie's Aviation (USA), Inc.	3500 William D Tate Ave, Suite 200 Grapevine, TX	2100 NW 42 Avenue, Miami, FL	34 0.00006%	John Redmond	B

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

Vendors Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
AGI Ground, Inc.	Yes	Evaluation Scores/Ranking
PrimeFlight Aviation Services, Inc.	Yes	
Unifi Aviation, LLC	No	
Worldwide Flight Services, Inc.	Yes	Proposal was withdrawn

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. An analysis of litigation and Occupational Safety and Health Administration (OSHA) findings revealed that the vendors face similar contraventions given the challenges inherent in an industry that by its very nature presents labor issues, as well as health and safety risks. This recommendation considers such findings.

Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement permit reflects the County's current needs. The review included conducting market research, posting a draft solicitation for industry comment, and holding meetings and drafting sessions with the user department. The scope of services was updated to include provisions for employee satisfaction, a joint labor management workplace safety committee, right of first refusal of employment, worker retention, required training, and an additional permit.

Applicability of Ordinances and Contract Measures

- A 100% LDB set-aside applied to Group A, and a 20% LDB Subcontractor Goal applied to Group B.
- Local Preference applied where permitted by funding source.
- The Living Wage Ordinance does not apply.

Attachment

Jimmy Morales
Chief Operating Officer

Memorandum

Date: October 10, 2024

To: Namita Uppal, C.P.M.
Director and Chief Procurement Officer
Strategic Procurement Department

Thru: Lydia Osborne, Ph.D., CPPO, CPPB, NIGP-CPP
Assistant Director
Strategic Procurement Department

From: Marie Williams, CPPB *Marie Williams*
Selection Committee Coordinator

Subject: Report of Competitive Selection Committee for Request for Qualifications (RFQ) No. EVN0000202 General Aeronautical Services Permits (GASP) to Commercial Aircraft Operators and Airlines

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The Strategic Procurement Department (SPD) issued a competitive Request for Qualifications on September 11, 2024, on behalf of the Aviation Department (MDAD), to obtain proposals from qualified Permittees to provide a full range of general aeronautical services to be provided to commercial aircraft operators and airlines operating at Miami International Airport (MIA) through contractual arrangements (permits) between the Permittees and the aircraft operators and air carriers. The permits will be for an initial five (5) year period with MDAD authorized to extend the permits for up to two (2) additional two (2) year extensions. The County intends to enter into individual permits with up to six (6) qualified Permittees.

On September 27, 2024, 10 proposals were received in response to the solicitation. The Competitive Selection Committee (Committee) has completed the evaluation of the proposals following the guidelines published in the solicitation. *Implementing Order No. 3-34, Formation and Performance of Competitive Selection Committees* and *Implementing Order No. 2-13, Guidelines and Procedures Regarding Legal Opinions,* establish certain timeframes for the completion of reviews and receipt of information during the evaluation phase. Compliance with timeframes is included for each section below where applicable.

Competitive Selection Committee Meeting dates:
October 1 and October 4, 2024 (Kick-off Meetings)
October 8, 2024 (Evaluation, Scoring and Recommendation)

Verification of compliance with contract measures:
The solicitation included contract measures for Miami-Dade County Certified Local Developing Businesses (LDB) as follows:

- Group A (single permittee) - 100% LDB set-aside applicable to one (1) contract; and
- Group B (up to five permittees) - 20% LDB Subcontractor Goal applicable to five (5) contracts.

On September 30, 2024, the proposals were provided to the Small Business Development Division (SBD) for review. On October 8, 2024, SBD determined that all proposers are in compliance (see attached memo).

Verification of compliance with minimum requirements and responsiveness:
The solicitation did not have any minimum qualification requirements.

On September 30, 2024, seven proposals were forwarded to the County Attorney's Office (CAO) for review. The CAO responded on October 7, 2024, (opinion attached), deeming the seven proposals responsive.

Local Certified Veteran's Business Enterprise Preference:
Veteran's Preference was considered. None of the proposers qualified for the preference.

Office of the Inspector General (OIG) and/or Commission on Ethics and Public Trust (COE) Reports, Findings and/or Enforcement Documentation for Proposer and Subcontractor(s):
Staff submitted a request to OIG on September 30, 2024. A response was received on October 2, 2024 advising that no reports were found.

Staff submitted a request to COE on September 30, 2024. A response was received on October 3, 2024 advising that no reports were found.

Office of the Commission Auditor (OCA) Background Check:
On October 2, 2024 staff provided Committee members with the Neutrality Affidavits, along with the list of proposers and subcontractors, to complete. OCA submitted the results of the background checks to the COE for further review of findings for a selection committee member. However, that selection committee member was removed, and an alternate member was used as a voting and scoring member.

Summary of scores:
The Committee conducted scoring in accordance with the criteria outlined in the solicitation and decided not to hold oral presentations. The scores are as follows:

Group A:	
Proposer	***Technical Score*** *(max. 5000)*
Ultra Aviation Services, Inc.	4620

Group B:	
Proposer	***Technical Score*** *(max.5250)*
G2 Secure Staff, LLC	4970
Swissport USA, Inc.	4900
American Sales and Management Organization, LLC dba Eulen Aviation	4853
Worldwide Flight Services, Inc.	4802
Menzies Aviation (USA), Inc.	4765
Triangle Services of Florida, Inc.	4760
AGI Ground, Inc.	4673
Unifi Aviation, LLC	4475
PrimeFlight Aviation Services, Inc.	4385

Upon review of the scores, there were several variances identified for one Committee member that exceeded 33% of the average score award by all Committee members by criteria for Group B. After discussion of the variances among Committee members, the variances remained. The Committee member's justification surmised in detail that the scores were based on her independent evaluations. If this committee member's scores are removed, the recommendation to negotiate does not change after application of local preference.

Local Preference:
Local Preference was considered and affected the outcome for Group B. The 2nd and 3rd highest ranked responsive local proposers, American Sales and Management Organization, LLC dba Eulen Aviation and Worldwide Flight Services, Inc., respectively, had scores within 5% of the scoring of the highest ranked responsive non-local proposer, Swissport USA, Inc.; and the 4th highest ranked local proposer's scoring, Triangle Services of Florida, Inc. was within 5% of the 2nd highest ranked responsive non-local proposer's scoring, Menzies Aviation (USA), Inc. .

Administrative Leave Eligibility:
The following County employees served as scoring members of the Committee and timely completed all committee-related duties, including submittal of the Neutrality Affidavit within three business days from Selection Committee Coordinator's notification; and initial scoring within 30 calendar days of Selection Committee Coordinator's completion of required reviews; and are hereby entitled to one (1) day of paid administrative leave pursuant to Implementing Order No. 3-34.

Employee's Name	Employee's Department
Jeffrey Plant	Aviation Department
Michele Raymond	Aviation Department
Sarah Abate	Aviation Department
Jenny Deblois	Aviation Department
Raonel Rodriguez	Department of Transportation and Public Works

Negotiations:
The Committee recommends that the County enter into negotiations with the six highest ranked proposers, after Local Preference was considered, as follows:

- Group A - Ultra Aviation Services, Inc.
- Group B - G2 Secure Staff, LLC; American Sales and Management Organization, LLC dba Eulen Aviation, Worldwide Flight Services, Inc, Swissport USA, Inc., and Triangle Services of Florida, Inc..

The following individuals will participate in the negotiations; however, MDAD can add staff on an as-needed basis:

Marie Williams, Procurement Contracting Manager, SPD
Sylvia Novela, Division Director, Procurement & Materials Management, MDAD
Sarah Abate, Division Director 3, MDAD
Caroline Burgos, Senior Procurement Contracting Officer, MDAD

Technical and operational assistance and feedback will be requested from appropriate staff as needed during the negotiation process.

Consensus Statement:
The Committee recommends the below Proposers, stating that they all have ample experience, past performance, and industry knowledge to perform on this contract. Their proposals indicate that they are highly qualified with experienced key personnel:

- Group A: Ultra Aviation Services, Inc. – The Proposer provided a comprehensive proposal, and met all the criteria.

- Group B: American Sales and Management Organization LLC dba Eulen Aviation – The Proposer has local participation with local vendors and presented a proposal with good methodologies.

- Group B: G2 Secure Staff for Group B – The Proposer presented a good proposal and has a good solid reputation and levels of service.

- Group B: Swissport USA, Inc.– The Proposer presented a good proposal with sufficient information, values satisfaction of employees, and have experienced personnel.

- Group B: Triangle Services of Florida, Inc. – The Proposer presented a well-written proposal, and provided historical information of how their company operates. The Committee believes the Proposer would be a good partner to MDAD/MIA, since their key management staff has longevity. The Proposer also has many subcontractors, thereby spreading the work to other companies.

- Group B: Worldwide Flight Services, Inc, – The Proposer presented an elaborate proposal. The firm has international and domestic experience, with a company structure that is beneficial for performance-related issues.

Copies of the score sheets are attached for each Committee member, as well as a composite score sheet. Your approval of the Committee's recommendation is requested.

Approved

Digitally signed by Namita Uppal
DN: cn=Namita Uppal, o=Miami Dade County, ou=Chief Procurement Officer, email=uppaln@miamidade.gov, c=US
Date: 2024.10.10 15:38:37 -04'00'

Namita Uppal, C.P.M. Date
Director and Chief Procurement Officer

DATE: October 8, 2024

Memorandum

MIAMI-DADE COUNTY

TO: Namita Uppal, Director
Strategic Procurement Department

FROM: Gary Hartfield, Director
Office of Small Business Development

SUBJECT: Compliance Review
EVN0000202, General Aeronautical Services Permits (GASP) to Commercial Aircraft Operators and Airlines

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The Office of Small Business Development (SBD) has completed its review of the subject project for compliance with the Local Development Business Program (LDB). The contract measures established for this project is a **100%** LDB Set-Aside is applicable for **Group A** agreement, and a **20%** LDB Subcontractor Goal is applicable for **Group B** agreements.

Strategic Procurement Department submitted a copy of the Request for Quote (RTQ) solicitation package, which included the required Attachment C- Schedule of Participation (Form LDB-1) and Letter of Intent (Form LDB-2) affidavits from the firms listed below. The following is the pre-award compliance status and summary:

Group A Firm	**Status**
Ultra Aviation Services, Inc	**Compliant**

Group B Firms	
AGI Ground, Inc	**Compliant**
American Sales and Management Organization LLC dba Eulen	**Compliant**
G2 Secure Staff	**Compliant**
Menzies Aviation (USA), Inc.	**Compliant**
PrimeFlight Aviation Services, Inc	**Compliant**
Swissport USA	**Compliant**
Triangle Services of Florida, Inc	**Compliant**
Unifi Aviation LLC	**Compliant**
Worldwide Flight Services, Inc	**Compliant**

SUMMARY:

Ultra Aviation Services, Inc. a certified Local Development Business (LDB) firm submitted the required Attachment C- Schedule of Participation (Form LDB-1) and Letter of Intent (Form LDB-2) at the time of bid submittal and committed to self-perform the required GASP services at 100% subcontractor goal.

Ultra Aviation Services, Inc. is in compliance with the 100% set-aside measure established for this Group. Ultra Aviation Services, Inc. is deemed compliant with the (LDB) program for **Group A.**

AGI Ground, Inc. (#1), a non-certified Local Development Business (LDB) firm submitted the required Attachment C- Schedule of Participation (Form LDB-1) and Letter of Intent (Form LDB-2) at the time of bid submittal and committed to utilize Dade GSE Inc. an LDB firm, to perform GSE Maintenance and Fueling at 3%, Monica Manufacturing Corp DBA all Uniform Wear an LDB firm, to provide uniform at 5%, Safeguard America, Inc. a LDB firm to provide Security, Baggage Handling at 10% and Montecarlo Services, Inc. an LDB firm, to provide Cleaning Services at 5% in satisfaction of the 20% subcontractor goal.

AGI Ground, Inc. is **in compliance** with the 20% subcontractor goal established for this contract. AGI Ground, Inc. is deemed compliant with the (LDB) program for **Group B**.

American Sales and Management Organization, LLC dba Eulen Aviation (#2), a non-certified Local Development Business (LDB) firm submitted the required Attachment C- Schedule of Participation (Form LDB-1) and Letter of Intent (Form LDB-2) at the time of bid submittal and committed to utilize Maximus Global Services, LLC, an LDB firm to perform Other Support Activities for Air Transportation at 64.84%, Per Car, Inc an LDB, to perform Auto Parts Supply at 2.94%, Dade GSE an LDB firm to perform Fuel Services at 3.4%,

Monica Manufacturing an LDB Firm, to provide Uniforms at 4.26%, Safeguard America, Inc an LDB to provide Other Support Activities for Air Transportation at 23%, Aviation Strategies and Trade Solutions to provide Consulting Services -non-LDB certified, GSE Rental an LDB firm, to perform Ground Support Equipment Rental at .19% and Aeroservicios USA, Inc Services, an LDB firm, to provide repair and rental of Airport Equipment and parts in satisfaction of the 20% subcontractor goal.

American Sales and Management Organization, LLC dba Eulen Aviation. is **in compliance** with the 20% subcontractor goal established for this contract and deemed compliant with the (LDB) program for **Group B**.

G2 Secure Staff (#3), a non-certified Local Development Business (LDB) firm submitted the required Attachment C- Schedule of Participation (Form LDB-1) and Letter of Intent (Form LDB-2) at the time of bid submittal and committed to utilize Direct Airline Service an (LDB) firm to provide Skycap, Wheelchair at 12%, Maximus Global Services an LDB firm to provide Wheelchair, Porter & Janitorial Services at 6%, Dade GSE an LDB firm, to provide GSE Maintenance, GSE Fueling at 1% and Safeguard America LDB firm to provide Security Dispatch at 1% in satisfaction of the 20% subcontractor goal

G2 Secure Staff is **in compliance** with the 20% subcontractor goal established for this contract and deemed compliant with the (LDB) program for **Group B.**

Menzies Aviation (USA), Inc. (#4), a non-certified firm submitted the required Local Development Business (LDB) firm submitted the required Attachment C- Schedule of Participation (Form LDB-1) and Letter of Intent (Form LDB-2) at the time of bid submittal and committed to utilize Aeroservicios USA, Inc. an (LDB) firm to perform to provide Sales and Service of Ground Support Equipment at 12%, Safeguard America dba Americas Transportation an LDB firm to provide Passenger Service, Wheelchair, Porter & SkyCap, Cabin Cleaning Services at 4%, Maximus Global Services an LDB firm to provide Passenger Service, Wheelchair, Porter & SkyCap, Cabin Cleaning Services at 4%. in satisfaction of the 20% subcontractor goal (LDB) firm in satisfaction of the 20% subcontractor goal.

Menzies Aviation USA Inc is **in compliance** with the 20% subcontractor goal established for this contract and deemed compliant with the (LDB) program **Group B**.

PrimeFlight Aviation Services, Inc. (#5), an non-certified Local Development Business (LDB) firm submitted the required Attachment C- Schedule of Participation (Form LDB-1) and Letter of Intent (Form LDB-2) at the time of bid submittal and committed to utilize Achieve Airport and Aviation Inc. dba ACHIEVE to perform porters, screening, janitorial and ramp services at 4%, Direct Airline Services, Inc. to perform wheelchair, skycap, porters at 4%, Maximus Global Services LLC to perform ramp, passenger, transport, janitorial services at 4%, Safeguard America Inc to perform security, janitorial, skycap and baggage services at 4%, and TS Global Services, Inc. to perform passenger, security, cargo, janitorial, cabin, and ramp services at 4%. – (LDB) firm in satisfaction of the 20% subcontractor goal.

PrimeFlight Aviation Services, Inc. is **in compliance** with the 20% subcontractor goal established for this contract. PrimeFlight Aviation Services, Inc. is deemed compliant with the SBE-(LDB) program for **Group B**.

Swissport USA (#6), an non-certified Local Development Business (LDB) firm submitted the required Attachment C- Schedule of Participation (Form LDB-1) and Letter of Intent (Form LDB-2) at the time of bid submittal and committed to utilize Direct Airline Services, Inc. to perform wheelchair, porters, skycap and security at 7.3%, JBD Aviation Inc to perform Baggage porter services at 1.6%, Masdeu Five Corp. to perform

security services at 0.2%, Maximus Global Services LLC to perform wheelchair services at 0.5%, US Lubricants LLC to perform gas and diesel at 8.8%, Per Car Inc to perform GSE parts at 1.7% and

Dade GSE Inc. to perform GSE parts, towing and equipment repairs at 0.1%. – (LDB) firm in satisfaction of the 20% subcontractor goal.

Swissport USA. is **in compliance** with the 20% subcontractor goal established for this contract. Swissport USA is deemed compliant with the SBE-(LDB) program for **Group B**.

Triangle Services of Florida Inc. (#7), an non-certified Local Development Business (LDB) firm submitted the required Attachment C- Schedule of Participation (Form LDB-1) and Letter of Intent (Form LDB-2) at the time of bid submittal and committed to utilize Direct Airline Services, Inc. to perform wheelchair/special needs transportation and porter services at 0.5%, Maximus Global Services LLC to perform wheelchair/special needs transportation and porter services at 5.1%, EFCO USA Inc to perform GSE Fueling and janitorial services at 3.7%, Monica Manufacturing Corp dba All Uniform Wear to perform uniform clothing and accessories supplier at 0.3%, Servicor GS Corp. to perform GSE maintenance and repair at 0.2%, Masdeu Five Corp. to perform security services at 0.1%, and Achieve Airport and Aviation Inc to perform airport operations and administrative services at 0.2% – (LDB) firm in satisfaction of the 20% subcontractor goal.

Triangle Services of Florida Inc. is **in compliance** with the 20% subcontractor goal established for this contract. Triangle Services of Florida Inc is deemed compliant with the SBE-(LDB) program for **Group B**.

Unifi Aviation, LLC (#9), an non-certified Local Development Business (LDB) firm submitted the required Attachment C- Schedule of Participation (Form LDB-1) and Letter of Intent (Form LDB-2) at the time of bid submittal and committed to utilize Direct Airline Services, Inc. to perform wheelchair services at 10%, Achieve Airport and Aviation to perform cargo handling and/or porter services at 5%, and Dade GSE, Inc. to provide ground service equipment and vehicles at 10% – (LDB) firm in satisfaction of the 20% subcontractor goal.

Unifi Aviation, LLC is in compliance with the 20% subcontractor goal established for this contract. Unifi Aviation, LLC is deemed compliant with the SBE-(LDB) program for **Group B.**

Worldwide Flight Services, Inc. (#10), an non-certified Local Development Business (LDB) firm submitted the required Attachment C- Schedule of Participation (Form LDB-1) and Letter of Intent (Form LDB-2) at the time of bid submittal and committed to utilize Aeroservicios USA, Inc. to perform GSE leases and rentals, repair services at 10%, Safeguard America Inc to perform aircraft security services at 5% and Aviation Main Services to perform aircraft pushback and towing services at 5% – (LDB) firm in satisfaction of the 20% subcontractor goal.

Worldwide Flight Services, Inc. is in compliance with the 20% subcontractor goal established for this contract. Worldwide Flight Services, Inc. is deemed compliant with the SBE-(LDB) program for **Group B**.

Please note that SBD's staff reviewed the specifics for compliance with the SBE-LDB program. The Strategic Procurement Department is responsible for any other issues that may exist. Should you have any questions or need any additional information, please do not hesitate to call Ms. Alexandria Miller, SBD Capital Improvement Project Specialist at (305) 375-3138.

c: Laurie Johnson, SBD
Marie Williams, SPD
File

COUNTY ATTORNEY
MIAMI-DADE COUNTY, FLORIDA

David M. Murray
Assistant County Attorney
dmmurray@flymia.com

AVIATION DEPARTMENT
P.O. BOX 025504
MIAMI, FLORIDA 33102-5504
Phone: (305) 876-7040
Fax: (305) 876-7294

MEMORANDUM

TO: Marie Williams, CPPB
Procurement Contracting Officer 3
Strategic Procurement Department

FROM: David M. Murray
Assistant County Attorney

DATE: October 7th, 2024

SUBJECT: RFQ No. EVN0000202 General Aeronautical Services Permit (GASP)

You have asked if various firms which submitted responses are responsive. All firms are responsive.

You have indicated that various firms did not provide information relating to its ability to their ability to provide meteorological, navigation, and dispatching services. This does not render the firm non-responsive. The selection committee may weigh and evaluate the proposal based on the information provided and score accordingly. This applies to American Sales and Management Organization LLC dba Eulen Aviation, AGI Ground, Inc., Menzies Aviation (USA), Inc., PrimeFlight Aviation Services, Inc., Unifi Aviation, LLC, and Worldwide Flight Services, Inc..

You also indicated that Swissport USA, Inc. and Worldwide Flight Services, Inc.. indicated that some or all of their respective proposals was trade secret or proprietary. However, both firms signed the confidentiality waiver in the solicitation document, which controls over any markings in the proposal itself. Accordingly, the markings on the proposal do not render these firms non-responsive.

Lastly, you indicate that Menzies Aviation (USA), Inc. indicated its proposal was valid for 180 days. However, there is no indication that proposals must be held open for a longer period in this solicitation. Accordingly, Menzies is responsive.

This memorandum is based on the information you have provided. If any facts change, the answers in this memorandum may also change. Please contact me with any questions.

RFQ No. EVN0000202
RFQ Title: General Aeronautical Services Permit (GASP) to Commercial Aircraft Operators and Airlines
EVALUATION OF PROPOSALS - GROUP A

COMPOSITE

EVALUATION CRITERIA GROUP A / PROPOSERS	Maximum Points Per Member	Maximum Total Points (5 Members)	Ultra Aviation Services, Inc.
Proposer's Relevant Experience, Qualifications, and Past Performance, and Experience of Similar Types of Projects	200	**1000**	**940**
Relevant Experience and Qualifications of Key Personnel, Including Subcontractors and Respective Key Personnel, that will be Assigned to the Projects	150	**750**	**745**
Proposer's Methodology and Approach to Providing the Services Requested in this Solicitation	200	**1000**	**935**
Proposer's Employee Satisfaction	450	**2250**	**2000**
Total Technical Points	**1000**	**5000**	**4620**
Ranking			

Local Vendor: Yes

Signature:

Marie Williams
Coordinator

Natalya Vasilyeva
Reviewer

Print Name:

Marie Williams

Natalya Vasilyeva

10/8/2024

RFQ No. EVN0000202
RFQ Title: General Aeronautical Services Permit (GASP) to Commercial Aircraft Operators and Airlines
EVALUATION OF PROPOSALS - GROUP B

COMPOSITE

EVALUATION CRITERIA GROUP B / PROPOSERS	Maximum Points Per Member	Maximum Total Points (5 Members)	AGI Ground, Inc.	American Sales and Management Organization LLC dba Eulen Aviation	G2 Secure Staff	Menzies Aviation (USA), Inc.	PrimeFlight Aviation Services, Inc.	Swissport USA, Inc.	Triangle Services of Florida, Inc.	Unifi Aviation, LLC	Worldwide Flight Services, Inc.
Proposer's Relevant Experience, Qualifications, and Past Performance, and Experience of Similar Types of Projects	200	1000	900	955	985	1000	790	950	925	995	1000
Relevant Experience and Qualifications of Key Personnel, Including Subcontractors and Respective Key Personnel, that will be Assigned to the Projects	150	750	670	720	705	685	640	715	720	575	657
Proposer's Methodology and Approach to Providing the Services Requested in this Solicitation	200	1000	905	990	980	930	875	975	855	810	930
Proposer's Employee Satisfaction	450	2250	1948	1938	2055	1905	1835	2010	2015	1850	1970
Small and local business utilization	50	250	250	250	245	245	245	250	245	245	245
Total Technical Points	1050	5250	4673	4853	4970	4765	4385	4900	4760	4475	4802
		Ranking - Initial	7	3	1	5	9	2	6	8	4
		Local Vendor:	*No*	*Yes*	*Yes*	*No*	*Yes*	*No*	*Yes*	*No*	*Yes*
		Ranking - Local Preference Applied		2	1			5	4		3

Signature:
Maria Williams
Coordinator

Print Name:
Maria Williams

Natalya Vasilyeva
Reviewer

Natalya Vasilyeva

Local Preference* *(Highest ranked proposer's total points - 5% = Local Preference range)*	4900	4655									
Is any firm within 5% of the highest ranked? Y / N											
Is highest ranked local? Y / N	Y										
Is firm within 5% local? Y / N											

10/8/2024

RFQ No. EVN0000202
RFQ Title: General Aeronautical Services Permit (GASP) to Commercial Aircraft Operators and Airlines
EVALUATION OF PROPOSALS - GROUP A

COMMITTEE MEMBER NAME: Sarah Abate

EVALUATION CRITERIA GROUP A / PROPOSERS	Maximum Points	Ultra Aviation Services, Inc.
Proposer's Relevant Experience, Qualifications, and Past Performance, and Experience of Similar Types of Projects	200	200
Relevant Experience and Qualifications of Key Personnel, Including Subcontractors and Respective Key Personnel, that will be Assigned to the Projects	150	150
Proposer's Methodology and Approach to Providing the Services Requested in this Solicitation	200	200
Proposer's Employee Satisfaction	450	450

SIGNATURE 10/8/2024

10/8/2024

RFQ No. EVN0000202
RFQ Title: General Aeronautical Services Permit (GASP) to Commercial Aircraft Operators and Airlines
EVALUATION OF PROPOSALS - GROUP A

COMMITTEE MEMBER NAME: Jenny Deblois

EVALUATION CRITERIA GROUP A / PROPOSERS	Maximum Points	Ultra Aviation Services, Inc.
Proposer's Relevant Experience, Qualifications, and Past Performance, and Experience of Similar Types of Projects	200	150
Relevant Experience and Qualifications of Key Personnel, Including Subcontractors and Respective Key Personnel, that will be Assigned to the Projects	150	150
Proposer's Methodology and Approach to Providing the Services Requested in this Solicitation	200	150
Proposer's Employee Satisfaction	450	300

Jenny Deblois October 8, 2024
SIGNATURE

10/8/2024

RFQ No. EVN0000202
RFQ Title: General Aeronautical Services Permit (GASP) to Commercial Aircraft Operators and Airlines
EVALUATION OF PROPOSALS - GROUP A

COMMITTEE MEMBER NAME: Jeffrey Plant

EVALUATION CRITERIA GROUP A / PROPOSERS	Maximum Points	Ultra Aviation Services, Inc.
Proposer's Relevant Experience, Qualifications, and Past Performance, and Experience of Similar Types of Projects	200	200
Relevant Experience and Qualifications of Key Personnel, Including Subcontractors and Respective Key Personnel, that will be Assigned to the Projects	150	150
Proposer's Methodology and Approach to Providing the Services Requested in this Solicitation	200	200
Proposer's Employee Satisfaction	450	400

Jeff Plant 10-8-24

SIGNATURE

10/8/2024

RFQ No. EVN0000202
RFQ Title: General Aeronautical Services Permit (GASP) to Commercial Aircraft Operators and Airlines
EVALUATION OF PROPOSALS - GROUP A

COMMITTEE MEMBER NAME: Michele Raymond

EVALUATION CRITERIA GROUP A / PROPOSERS	Maximum Points	Ultra Aviation Services, Inc.
Proposer's Relevant Experience, Qualifications, and Past Performance, and Experience of Similar Types of Projects	200	190
Relevant Experience and Qualifications of Key Personnel, Including Subcontractors and Respective Key Personnel, that will be Assigned to the Projects	150	145
Proposer's Methodology and Approach to Providing the Services Requested in this Solicitation	200	185
Proposer's Employee Satisfaction	450	400

Raymond 10/8/24

SIGNATURE

10/8/2024

RFQ No. EVN0000202
RFQ Title: General Aeronautical Services Permit (GASP) to Commercial Aircraft Operators and Airlines
EVALUATION OF PROPOSALS - GROUP A

COMMITTEE MEMBER NAME: Raonel Rodriguez

EVALUATION CRITERIA GROUP A / PROPOSERS	Maximum Points	Ultra Aviation Services, Inc.
Proposer's Relevant Experience, Qualifications, and Past Performance, and Experience of Similar Types of Projects	200	200
Relevant Experience and Qualifications of Key Personnel, Including Subcontractors and Respective Key Personnel, that will be Assigned to the Projects	150	150
Proposer's Methodology and Approach to Providing the Services Requested in this Solicitation	200	200
Proposer's Employee Satisfaction	450	450

SIGNATURE 10/08/2024.

10/8/2024

RFQ No. EVN0000202
RFQ Title: General Aeronautical Services Permit (GASP) to Commercial Aircraft Operators and Airlines
EVALUATION OF PROPOSALS - GROUP B

COMMITTEE MEMBER NAME: Sarah Abate

EVALUATION CRITERIA / PROPOSERS GROUP B	Maximum Points	AGI Ground, Inc.	American Sales and Management Organization LLC dba Eulen Aviation	G2 Secure Staff	Menzies Aviation (USA), Inc.	PrimeFlight Aviation Services, Inc.	Swissport USA, Inc.	Triangle Services for Florida, Inc.	Unifi Aviation, LLC	Worldwide Flight Services, Inc.
Proposer's Relevant Experience, Qualifications, and Past Performance, and Experience of Similar Types of Projects	200	200	195	195	200	200	200	200	195	200
Relevant Experience and Qualifications of Key Personnel, including Subcontractors and Respective Key Personnel, that will be Assigned to the Projects	150	150	150	150	150	150	150	150	120	145
Proposer's Methodology and Approach to Providing the Services Requested in this Solicitation	200	200	200	190	200	190	200	190	180	190
Proposer's Employee Satisfaction	450	400	440	400	400	350	440	400	390	410
Small and local business utilization	50	50	50	50	50	50	50	50	50	50

SIGNATURE

10/8/2024
DATE

RFQ No. EVN0000202
RFQ Title: General Aeronautical Services Permit (GASP) to Commercial Aircraft Operators and Airlines
EVALUATION OF PROPOSALS - GROUP B

COMMITTEE MEMBER NAME: Jenny Deblois

EVALUATION CRITERIA GROUP B / PROPOSERS	Maximum Points	AGI Ground, Inc.	American Sales and Management Organization LLC dba Eulen Aviation	G2 Secure Staff	Menzies Aviation (USA), Inc.	PrimeFlight Aviation Services, Inc.	Swissport USA, Inc.	Triangle Services for Florida, Inc.	Unifi Aviation, LLC	Worldwide Flight Services, Inc.
Proposer's Relevant Experience, Qualifications, and Past Performance, and Experience of Similar Types of Projects	200	150	200	200	200	100	150	150	200	200
Relevant Experience and Qualifications of Key Personnel, Including Subcontractors and Respective Key Personnel, that will be Assigned to the Projects	150	100	150	125	100	75	125	125	50	75
Proposer's Methodology and Approach to Providing the Services Requested in this Solicitation	200	150	200	200	150	100	200	100	50	150
Proposer's Employee Satisfaction	450	300	250	400	250	200	300	350	250	300
Small and local business utilization	50	50	50	50	50	50	50	50	50	50

Jenny Deblois (Jenny) — SIGNATURE

10/8/24 — DATE

10/8/2024

RFQ No. EVN0000202
RFQ Title: General Aeronautical Services Permit (GASP) to Commercial Aircraft Operators and Airlines
EVALUATION OF PROPOSALS - GROUP B

COMMITTEE MEMBER NAME: Jeffrey Plant

EVALUATION CRITERIA GROUP B / PROPOSERS	Maximum Points	AGI Ground, Inc.	American Sales and Management Organization LLC dba Eulen Aviation	G2 Secure Staff	Menzies Aviation (USA), Inc.	PrimeFlight Aviation Services, Inc.	Swissport USA, Inc.	Triangle Services for Florida, Inc.	Unifi Aviation, LLC	Worldwide Flight Services, Inc.
Proposer's Relevant Experience, Qualifications, and Past Performance, and Experience of Similar Types of Projects	200	150	175	200	200	150	200	175	200	200
Relevant Experience and Qualifications of Key Personnel, Including Subcontractors and Respective Key Personnel, that will be Assigned to the Projects	150	125	125	140	150	125	150	150	125	150
Proposer's Methodology and Approach to Providing the Services Requested in this Solicitation	200	175	200	200	200	185	185	175	200	200
Proposer's Employee Satisfaction	450	400	400	400	400	400	400	400	400	400
Small and local business utilization	50	50	50	50	50	50	50	50	50	50

Jeff Plant
SIGNATURE

10-8-25
DATE

10/8/2024

RFQ No. EVN0000202
RFQ Title: General Aeronautical Services Permit (GASP) to Commercial Aircraft Operators and Airlines
EVALUATION OF PROPOSALS - GROUP B

COMMITTEE MEMBER NAME: Michele Raymond

EVALUATION CRITERIA / PROPOSERS GROUP B	Maximum Points	AGI Ground, Inc.	American Sales and Management Organization LLC dba Eulen Aviation	G2 Secure Staff	Menzies Aviation (USA), Inc.	PrimeFlight Aviation Services, Inc.	Swissport USA, Inc.	Triangle Services for Florida, Inc.	Unifi Aviation, LLC	Worldwide Flight Services, Inc.
Proposer's Relevant Experience, Qualifications, and Past Performance, and Experience of Similar Types of Projects	200	200	185	190	200	140	200	200	200	200
Relevant Experience and Qualifications of Key Personnel, Including Subcontractors and Respective Key Personnel, that will be Assigned to the Projects	150	145	145	140	135	140	140	145	130	137
Proposer's Methodology and Approach to Providing the Services Requested in this Solicitation	200	180	190	190	180	200	190	190	180	190
Proposer's Employee Satisfaction	450	398	398	430	430	435	420	440	395	430
Small and local business utilization	50	50	50	50	50	50	50	50	50	50

M Raymond
SIGNATURE

10/8/24
DATE

10/8/2024

RFQ No. EVN0000202
RFQ Title: General Aeronautical Services Permit (GASP) to Commercial Aircraft Operators and Airlines
EVALUATION OF PROPOSALS - GROUP B

COMMITTEE MEMBER NAME: Raonel Rodriguez

EVALUATION CRITERIA / PROPOSERS GROUP B	Maximum Points	AGI Ground, Inc.	American Sales and Management Organization LLC dba Eulen Aviation	G2 Secure Staff	Menzies Aviation (USA), Inc.	PrimeFlight Aviation Services, Inc.	Swissport USA, Inc.	Triangle Services for Florida, Inc.	Unifi Aviation, LLC	Worldwide Flight Services, Inc.
Proposer's Relevant Experience, Qualifications, and Past Performance, and Experience of Similar Types of Projects	200	200	200	200	200	200	200	200	200	200
Relevant Experience and Qualifications of Key Personnel, including Subcontractors and Respective Key Personnel, that will be Assigned to the Projects	150	150	150	150	150	150	150	150	150	150
Proposer's Methodology and Approach to Providing the Services Requested in this Solicitation	200	200	200	200	200	200	200	200	200	200
Proposer's Employee Satisfaction	450	450	450	425	425	450	450	425	415	430
Small and local business utilization	50	50	50	45	45	45	50	45	45	45

SIGNATURE

10/08/2024
DATE

10/8/2024

RFQ No. EVN0000202
RFQ Title: General Aeronautical Services Permit (GASP) to Commercial Aircraft Operators and Airlines
EVALUATION OF PROPOSALS - GROUP B

Evaluation of scores (Variance)

FIRM'S NAME	EVALUATION CRITERIA GROUP B	Maximum Points Per Member	Committee Members					Average	Low Disparity	High Disparity
			Jeffrey Plant	Michele Raymond	Raonel Rodriguez	Sarah Abate	Jenny Deblois			
Worldwide Flight Services, Inc.	Proposer's Relevant Experience, Qualifications, and Past Performance, and Experience of Similar Types of Projects	200	200	200	200	200	200	200.00	134.00	266.00
	Relevant Experience and Qualifications of Key Personnel, Including Subcontractors and Respective Key Personnel, that will be Assigned to the Proiects	150	150	137	150	145	75	131.40	88.04	174.76
	Proposer's Methodology and Approach to Providing the Services Requested in this Solicitation	200	200	190	200	190	150	186.00	124.62	247.38
	Proposer's Employee Satisfaction	450	400	430	430	410	300	394.00	263.98	524.02
	Small and local business utilization	50	50	50	45	50	50	49.00	32.83	65.17

RFQ No. EVN0000202
RFQ Title: General Aeronautical Services Permit (GASP) to Commercial Aircraft Operators and Airlines
EVALUATION OF PROPOSALS - GROUP B

Evaluation of scores (Variance)

			Committee Members							
FIRM'S NAME	**EVALUATION CRITERIA GROUP B**	**Maximum Points Per Member**	**Jeffrey Plant**	**Michele Raymond**	**Raonel Rodriguez**	**Sarah Abate**	**Jenny Deblois**	**Average**	**Low Disparity**	**High Disparity**
AGI Ground, Inc.	Proposer's Relevant Experience, Qualifications, and Past Performance, and Experience of Similar Types of Projects	200	150	200	200	200	150	180.00	120.60	239.40
	Relevant Experience and Qualifications of Key Personnel, Including Subcontractors and Respective Key Personnel, that will be Assigned to the Projects	150	125	145	150	150	100	134.00	89.78	178.22
	Proposer's Methodology and Approach to Providing the Services Requested in this Solicitation	200	175	180	200	200	150	181.00	121.27	240.73
	Proposer's Employee Satisfaction	450	400	398	450	400	300	389.60	261.03	518.17
	Small and local business utilization	50	50	50	50	50	50	50.00	33.50	66.50
American Sales and Management Organization LLC dba Eulen Aviation	Proposer's Relevant Experience, Qualifications, and Past Performance, and Experience of Similar Types of Projects	200	175	185	200	195	200	191.00	127.97	254.03
	Relevant Experience and Qualifications of Key Personnel, Including Subcontractors and Respective Key Personnel, that will be Assigned to the Projects	150	125	145	150	150	150	144.00	96.48	191.52
	Proposer's Methodology and Approach to Providing the Services Requested in this Solicitation	200	200	190	200	200	200	198.00	132.66	263.34
	Proposer's Employee Satisfaction	450	400	398	450	440	250	387.60	259.69	515.51
	Small and local business utilization	50	50	50	50	50	50	50.00	33.50	66.50
G2 Secure Staff	Proposer's Relevant Experience, Qualifications, and Past Performance, and Experience of Similar Types of Projects	200	200	190	200	195	200	197.00	131.99	262.01
	Relevant Experience and Qualifications of Key Personnel, Including Subcontractors and Respective Key Personnel, that will be Assigned to the Projects	150	140	140	150	150	125	141.00	94.47	187.53
	Proposer's Methodology and Approach to Providing the Services Requested in this Solicitation	200	200	190	200	190	200	196.00	131.32	260.68
	Proposer's Employee Satisfaction	450	400	430	425	400	400	411.00	275.37	546.63
	Small and local business utilization	50	50	50	45	50	50	49.00	32.83	65.17
Menzies Aviation (USA), Inc.	Proposer's Relevant Experience, Qualifications, and Past Performance, and Experience of Similar Types of Projects	200	200	200	200	200	200	200.00	134.00	266.00
	Relevant Experience and Qualifications of Key Personnel, Including Subcontractors and Respective Key Personnel, that will be Assigned to the Projects	150	150	135	150	150	100	137.00	91.79	182.21
	Proposer's Methodology and Approach to Providing the Services Requested in this Solicitation	200	200	180	200	200	150	186.00	124.62	247.38
	Proposer's Employee Satisfaction	450	400	430	425	400	250	381.00	255.27	506.73
	Small and local business utilization	50	50	50	45	50	50	49.00	32.83	65.17
PrimeFlight Aviation Services, Inc.	Proposer's Relevant Experience, Qualifications, and Past Performance, and Experience of Similar Types of Projects	200	150	140	200	200	100	158.00	105.86	210.14
	Relevant Experience and Qualifications of Key Personnel, Including Subcontractors and Respective Key Personnel, that will be Assigned to the Projects	150	125	140	150	150	75	128.00	85.76	170.24
	Proposer's Methodology and Approach to Providing the Services Requested in this Solicitation	200	185	200	200	190	100	175.00	117.25	232.75
	Proposer's Employee Satisfaction	450	400	435	450	350	200	367.00	245.89	488.11
	Small and local business utilization	50	50	50	45	50	50	49.00	32.83	65.17
Swissport USA, Inc.	Proposer's Relevant Experience, Qualifications, and Past Performance, and Experience of Similar Types of Projects	200	200	200	200	200	150	190.00	127.30	252.70
	Relevant Experience and Qualifications of Key Personnel, Including Subcontractors and Respective Key Personnel, that will be Assigned to the Projects	150	150	140	150	150	125	143.00	95.81	190.19
	Proposer's Methodology and Approach to Providing the Services Requested in this Solicitation	200	185	190	200	200	200	195.00	130.65	259.35
	Proposer's Employee Satisfaction	450	400	420	450	440	300	402.00	269.34	534.66
	Small and local business utilization	50	50	50	50	50	50	50.00	33.50	66.50
Triangle Services of Florida, Inc.	Proposer's Relevant Experience, Qualifications, and Past Performance, and Experience of Similar Types of Projects	200	175	200	200	200	150	185.00	123.95	246.05
	Relevant Experience and Qualifications of Key Personnel, Including Subcontractors and Respective Key Personnel, that will be Assigned to the Projects	150	150	145	150	150	125	144.00	96.48	191.52
	Proposer's Methodology and Approach to Providing the Services Requested in this Solicitation	200	175	190	200	190	100	171.00	114.57	227.43
	Proposer's Employee Satisfaction	450	400	440	425	400	350	403.00	270.01	535.99
	Small and local business utilization	50	50	50	45	50	50	49.00	32.83	65.17
Unifi Aviation, LLC	Proposer's Relevant Experience, Qualifications, and Past Performance, and Experience of Similar Types of Projects	200	200	200	200	195	200	199.00	133.33	264.67
	Relevant Experience and Qualifications of Key Personnel, Including Subcontractors and Respective Key Personnel, that will be Assigned to the Projects	150	125	130	150	120	50	115.00	77.05	152.95
	Proposer's Methodology and Approach to Providing the Services Requested in this Solicitation	200	200	180	200	180	50	162.00	108.54	215.46
	Proposer's Employee Satisfaction	450	400	395	415	390	250	370.00	247.90	492.10
	Small and local business utilization	50	50	50	45	50	50	49.00	32.83	65.17

RFQ No. EVN0000202
RFQ Title: General Aeronautical Services Permit (GASP) to Commercial Aircraft Operators and Airlines
EVALUATION OF PROPOSALS - GROUP A

Evaluation of scores (Variance)

			Committee Members							
FIRM'S NAME	**EVALUATION CRITERIA GROUP A**	**Maximum Points Per Member**	**Jeffrey Plant**	**Michele Raymond**	**Raonel Rodriguez**	**Sarah Abate**	**Jenny Deblois**	**Average**	**Low Disparity**	**High Disparity**
Ultra Aviation Services, Inc.	Proposer's Relevant Experience, Qualifications, and Past Performance, and Experience of Similar Types of Projects	**200**	**200**	**190**	**200**	**200**	**150**	**188.00**	**125.96**	**250.04**
	Relevant Experience and Qualifications of Key Personnel, Including Subcontractors and Respective Key Personnel, that will be Assigned to the Projects	**150**	**150**	**145**	**150**	**150**	**150**	**149.00**	**99.83**	**198.17**
	Proposer's Methodology and Approach to Providing the Services Requested in this Solicitation	**200**	**200**	**185**	**200**	**200**	**150**	**187.00**	**125.29**	**248.71**
	Proposer's Employee Satisfaction	**450**	**400**	**400**	**450**	**450**	**300**	**400.00**	**268.00**	**532.00**

MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: May 20, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(3)

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**
_____	**Statement of social equity required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
_____	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve**
✓	**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(P)(3)
5-20-25

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF SIX NON-EXCLUSIVE PERMITS TO PROVIDE GENERAL AERONAUTICAL SERVICES TO COMMERCIAL AIRCRAFT OPERATORS AND AIRLINES AT MIAMI INTERNATIONAL AIRPORT, SOLICITATION NO. EVN0000202, TO AMERICAN SALES AND MANAGEMENT ORGANIZATION LLC DBA EULEN AVIATION, G2 SECURE STAFF LLC, SWISSPORT USA, INC., TRIANGLE SERVICES OF FLORIDA, INC., ULTRA AVIATION SERVICES, INC., AND MENZIE'S AVIATION (USA), INC.; PROVIDING FOR PAYMENT OF SEVEN PERCENT OF GROSS REVENUES TO THE COUNTY FOR AN INITIAL FIVE-YEAR TERM AND TWO, TWO-YEAR OPTIONS TO RENEW FOR THE MIAMI-DADE AVIATION DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE PERMITS AND TO EXERCISE ALL PROVISIONS THEREOF, INCLUDING ANY CANCELLATION, RENEWALS OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying County Mayor's 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:

Section 1. This Board approves award of six non-exclusive permits to provide General Aeronautical Services to Commercial Aircraft Operators and Airlines, Solicitation No. EVN0000202, to American Sales and Management Organization LLC dba Eulen Aviation, G2 Secure Staff LLC, Swissport USA, Inc., Triangle Services of Florida, Inc., Ultra Aviation Services, Inc., and Menzie's Aviation (USA), Inc. (Permittees), in substantially the form attached and made a part hereof, providing for payment to the County of seven percent of gross revenues for the initial

five-year term and two, two-year options to renew and authorizing Permittees to perform a full range of services which will be provided to the air carriers through contractual agreements between the air carriers and the Permittees at Miami International Airport, all as more particularly set forth in the accompanying County Mayor's memorandum from the County Mayor.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the permits and exercise all provisions thereof, including any cancellation, renewals or extensions, pursuant to section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38.

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:

Anthony Rodriguez, Chairman
Kionne L. McGhee, Vice Chairman

Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of May, 2025. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

David M. Murray

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

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

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

And the Permittee: **American Sales and Management Organization LLC dba Eulen Aviation**

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

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

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

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EXHIBIT L: Ground and Cargo Handling Operations Policies
EXHIBIT M: Common Carrier or Contracted Carrier Attestation Form

Remainder of page left intentionally blank.

DEFINITIONS AND RULES OF INTERPRETATION

DEFINITIONS

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

A. **AIRLINE USE AGREEMENT (AUA)** shall mean the Agreement between the County and the Signatory Airlines which was adopted in 2018 (revised in June 2023) and establishes the rights and privileges of a Signatory Airline operating at Miami International Airport, including the right for Airlines meeting certain conditions to provide ground handling services to other Airlines. See Exhibit L - Ground Handling Policy for additional details.

B. **AIRPORT or "MIA"** shall mean Miami International Airport

C. **COUNTY:** Miami-Dade County acting through the Department. The term County as used in this Agreement may also mean the Miami-Dade County Board of County Commissioners.

C. **DEPARTMENT**: Miami-Dade County Aviation Department, a department of Miami-Dade County Government, sometimes referred to as MDAD or the Aviation Department, represented by and acting through the Director or her or his Designee(s).

D. **EMPLOYMENT CONDITIONS:** terms under which employees provide their labor to a Contractor, and shall include, but not be limited to: wage rates, insurance, paid sick and vacation leave, retirement benefits, uniform and tool allowances, longevity bonuses, provision of break time, provision of break areas, provision of full time jobs rather than part time jobs, the existence of a labor peace agreement with any union seeking to represent that the Contractor's employees, health and safety protections, and the existence of a collective bargaining agreement, as described in Attachment B - Employment Conditions Questionnaire of Permittee's Proposal.

E. **PERMITTEE(S)** shall refer to the Proposer(s) under Solicitation Request For Qualifications (RFQ) EVN0000202 who enters into a Permit Agreement (Contract).

F. **PERMIT** shall mean a non-exclusive general aeronautical services agreement between the County and the Permittee, including all of its terms and conditions, special and supplemental conditions, associated addenda, attachments, exhibits, and amendments.

G. **LOCAL DEVELOPING BUSINESS** or **"LDB"** means: A business concern that is domiciled in the local area and that meets the revenue limitations, and that is owned and controlled by one or more individuals.

RULES OF INTERPRETATION

A. References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

B. Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

C. The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

D. The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.

E. The terms "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.

F. The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

Permit No.	

NONEXLUSIVE GENERAL AERONAUTICAL SERVICES PERMIT, MIAMI INTERNATIONAL AIRPORT, MIAMI, FLORIDA

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

ARTICLE 1
Term

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

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

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

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

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

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

1.05 RFQ Incorporated and Order of Precedence:

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

(B) If there is a conflict between or among the provisions of this Permit, the order of precedence is as follows: 1) Articles 1 through 18, 2) Appendix A – Scope of Services including Appendix A1, 3) Miami-Dade County's RFQ EVN0000202 and any associated addenda and attachments thereof, and 4) the Permittee's aforementioned Proposal.

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

ARTICLE 2
Rights, Privilege and Obligations

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

(A) The general use, in common with others, of nonexclusive and common use public Airport facilities and improvements, which are now or may hereafter be connected with or appurtenant to said Airport, (including airfield access) to be used by the Permittee in connection with the services it provides pursuant to this Permit. For the purpose of this Permit, "public Airport facilities" shall include, but not be limited to, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, the Terminal Building and other public facilities appurtenant to said Airport, not specifically leased to, under the contractual control of, or used by others or restricted from use or in types of use by signs, regulations or operational directives of the Department.

(B) The right of ingress to and egress from such nonexclusive or common use public Airport facilities and improvements over and across public roadways serving the Airport and non-leased areas on the Airport by the Permittee.

(C) Capital Improvement Program : During the term of this Permit, Permittee acknowledges that the County will be undertaking a Capital Improvement Program (CIP) that might include airline relocations, changes in access to the Terminal Building and concourses, construction of new concession spaces, construction of a new parking garage and other improvements that may affect permit operations in the Terminal Building. The CIP may or may not affect the operation of the Permit, and MDAD will make reasonable efforts to minimize the inconvenience and business interruption that will result from such construction programs. **NEITHER MDAD NOR THE COUNTY ASSUMES ANY RESPONSIBILITY OR LIABILITY FOR ANY RESULTING INCONVENIENCE AND BUSINESS INTERRUPTION AND PERMITEE SHALL HAVE NO CLAIM UNDER ANY CIRCUMSTANCES AGAINST THE COUNTY FOR INCONVENIENCE, INTERRUPTION TO OR LOSS OF BUSINESS, OR IMPOSSIBILITY OF BUSINESS OPERATIONS THAT RESULT FROM SUCH PROGRAMS.**

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

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

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

ARTICLE 3
Payments and Reports

3.01 Not Used

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

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

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

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

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

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

(a) The term "Gross Revenues" is intended to be all-encompassing and is intended to apply to the fullest extent of the money or consideration charged by or received by the Permittee for its activities under this Permit or as facilitated by this Permit, and includes, but specifically is not limited to:

I. Fees and charges imposed by Permittee upon its customers;

II. Opportunity or percentage fees collected by the Permittee from its customers, including any "pass-through" charges to a customer by which the Permittee recovers from the customer the 7% Opportunity Fee, or any portion thereof, payable by the Permittee to MDAD under Section C.1 above;

III. Any money or consideration charged to a customer or received by the Permittee from a customer, whether on a cash or credit basis and whether such money or other consideration is actually paid to or is unpaid to the Permittee, with the Permittee being required to pay MDAD the 7% Opportunity Fee on any uncollected charges to Permittee's customers; and

(b) If the Permittee does not charge a customer a cash amount or an amount of stated consideration if other than cash, or if MDAD determines that the

amount or consideration charged by a Permittee does not reflect the reasonable value of the services provided by the Permittee, MDAD shall have the right to impute a value for Permittee's services under this Permit and recover from the Permittee 7% of such imputed value.

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

A. Increase of County Share of Gross Revenues

The County is willing, as the proprietor of the Airport, and as a commercial matter, to trade better customer service for a lower share of Permittee's gross revenues. The County believes that potential passengers and tenants make choices as to which airports to utilize based in part on the customer service they are provided at the Airport, including by Permittees, and that customer service is enhanced by better employment and safety conditions for Permittees employees. Better customer service leads to more customers and therefore greater revenues for the County. In the event, following the effective date of this permit, that the Permittee materially diminishes or alters the employment conditions proffered in its Proposal, or materially alters the composition or status of any safety committee proffered in its Proposal, the County shall thus be entitled to a greater share of 12% of Gross Revenues for the period of such time such material change from the Proposal is in effect, which Permittee expressly agrees the County is entitled to as a result of the diminution or risk of diminution of customer service at the Airport. Where employment conditions are changed pursuant to the enactment or revision of a collective bargaining agreement, the County shall not be entitled to an increased share of gross revenues. Nothing in this section requires or shall be deemed to require the Permittee to offer employee benefits, employment conditions, or a safety committee in excess of the minimums provided in state or federal law. The employee benefits, employment conditions offered by Permittee, and the safety committee, if any, provided by permittee shall be with the sole discretion and control of the Permittee at all times. Notwithstanding and controlling over anything else herein to the contrary, the parties agree that this Section 3.06 is material to and pertains to the essence of this Permit and the County's decision to award Permittee this permit, and thus is not severable; accordingly, the parties further expressly agree that in the event that this Section 3.06 is deemed, in whole or in part, to be legally invalid or unenforceable, that this Permit shall be void and of no further force and effect.

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

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

In Person: Miami-Dade Aviation Department
Finance Division
4200 N.W. 36th Street

Building 5A, Suite 300

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

By Mail:	Miami-Dade Aviation Department Finance Division P.O. Box 526624 Miami, FL 33152-6624
By Express Mail:	Miami-Dade Aviation Department Finance Division 4200 N.W. 36th Street Building 5A, Suite 300 Miami, Florida 33122
By Wire Transfer:	In accordance with Wire Transfer instructions provided by MDAD's Finance Division, 305-876-7711.
By Credit Card:	Miami-Dade Aviation Department Finance Division- Cashier's Office 305-876-0652

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

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

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

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

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

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

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

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

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

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

(1) If this contract is completely or partially terminated, the Permittee shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Permittee shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

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

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

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

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

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

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

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

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

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

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

ARTICLE 4
Standards of Operation

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

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

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

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

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

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

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

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

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

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

a. Spill Prevention Control and Countermeasure Plan (SPCC)

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

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

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

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

a) International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO) designation and;

b) Federal Aviation Administration (FAA) Aircraft Dispatcher certifications for all employees performing meteorological, navigation and dispatching services and;

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

4.10 Baggage Handling Policy: Permittee shall comply with any baggage handling policy issued by the Miami-Dade County Aviation Department, as same may be amended from time to time during the term of this Permit. This policy may include limitations on the size and weight of baggage which may be inducted into baggage systems at Miami International Airport, as well as limitations on the storing of baggage on the ramp, or other limitations or requirements determined by MDAD to be required or best practices to ensure the safe and efficient operations of the terminal, concourse, ramp, and baggage handling system, in the reasonable discretion of MDAD. Permittee acknowledges that any failure to comply with any baggage handling policy impacts Miami International Airport by impairing the baggage handling systems, diverting manpower to address baggage handling systems issues, causing properly baggage to be lost or delayed, disrupting operations in the terminal, ramp, and concourses, and potentially causing airline delays. The impact of these failures creates direct costs for MDAD but also indirect costs such as loss of customer goodwill and reputational damage, which Permittee acknowledges are difficult or impossible to quantify. Accordingly, to the compensate MDAD for such impacts, the Permittee shall pay MDAD a liquidated damage in the amount of $25.00 per bag for each instance that the Permittee fails to comply with any baggage handling policy, with each bag constitution a separate violation. Additionally, in the event the Permittee is not in compliance with the provisions of any baggage handling policy, the Permittee may be placed in default, with the first such occurrence considered a curable default, pursuant to Article 11.05 hereof, and subsequent occurrence(s) considered noncurable defaults, pursuant to Article 11.06.

ARTICLE 5
Personnel

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

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

5.03 Restricted Area Access – Identification: The Permittee shall be responsible for requesting MDAD to issue identification badges to all employees and other personnel under the Permittee's control who require access to restricted areas on the Airport as a part of their regularly assigned duties, including the AOA, access to the Terminal Building through certain AOA doors, Customs controlled areas and certain areas of the Terminal Building designated by signs and/or regulations as off-limits to employees. The Permittee shall be responsible for the return of the identification badges of all personnel transferred or terminated from the employ of the Permittee or Airport assignment and upon termination of this Permit. The Permittee shall promptly report to MDAD the names of all persons who were employed by the Permittee from whom they were unable to obtain the return of MDAD-issued identification badges. In the event that an

identification badge is not returned because of failure by the Permittee, the Permittee shall pay, from its own funds, MDAD's established charge for lost or stolen identification badges. MDAD shall have the right to require the Permittee to conduct background investigations and to furnish certain data on such employees before the issuance of such identification badges, which shall include the fingerprinting of employee applicants for a fingerprint based Criminal History Check (CHRC) for such badges. The Department shall have the right to deny the issuance of identification badges to persons not successfully passing the federally mandated CHRC.

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

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

A. **Warning Notice:** This document contains sensitive security information that is controlled under the provisions of 49 CFR PART 1520. No part of this document may be released without the written permission of the Under Secretary of Transportation for Security, Transportation Security Administration, 400 7th Street, S.W., Washington, DC 20590 or the Federal Security Director at Miami International Airport. The unauthorized release of this document may result in civil penalty or other action. For United States government agencies, the public availability of this document is to be determined under 5 U.S.C. § 552.

B. In accordance with Florida Statutes § 119.07(3)(ee), "Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, ... or other structure owned and operated by an agency as defined in s. 119.011 are exempt ..." from public records to ensure the safety of government infrastructures and to ensure public safety. The Permittee represents it has completed and notarized a Confidentiality Affidavit, included in the Affidavit section of this Agreement, which certifies the Permittee and each employee agree, in accordance with Florida Statutes § 119.07(3)(ee), to maintain the exempt status of this information. Information made exempt by this paragraph may be disclosed to a licensed architect, engineer, or Permittee who is performing work on or related to the Airport. The entities or persons receiving such information shall maintain the exempt status of the information.

C. In addition to the above requirements in this sub-article, the Permittee agrees to abide by all federal, state, and County procedures, by which the documents are handled, copied, and distributed which may include but is not limited to:

1. Each employee of the Permittee and its Sub-contractor(s) that will be involved in the project shall sign an agreement stating that they will not copy, duplicate, or distribute the documentation unless authorized by MDAD.
2. The Permittee and its Sub-contractor(s) agree in writing that the Documentation is to be kept and maintained in a secure location.
3. The Documentation shall be numbered and the whereabouts of all Documentation shall be tracked at all times.
4. A log is developed to track the Documentation including logging in the date, time, and name of the individual(s) that work on or view the Documentation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6
Damage to Airport Facilities

Permittee shall promptly repair any damage to any Airport facilities caused by the Permittee, its employees, agents, contractors, or subcontractors. If Permittee fails to do so within the time prescribed by the County in its notice to Permittee (and such notice may be in writing by email or otherwise, or orally by telephone or personal meeting), the County shall be entitled to make such repairs. In such event, the Permittee shall pay to the County, within ten (10) calendar days

of billing by the Department, the costs, plus 25% for administrative costs, of repairing any damage to any Airport facilities, which shall include, without limitation, buildings, fences, paving, unclean or unkept areas used by the Permittee and removal of accumulated trash on the Airport, which the Department has reasonable proof giving it cause to believe that such was caused by the actions, inactions or neglect of the Permittee, its employees, agents or authorized subcontractors.

ARTICLE 7
Assignment and Subcontractors

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

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

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

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

ARTICLE 8
Local Developing Business (LDB) Participation

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

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

8.02 Obligation of the LDB Subcontractor: The Permittee's LDB Subcontractor shall maintain its LDB status during the term of this Permit by the annual renewal of its LDB certification and

ground/passenger service trade category by the Miami-Dade Internal Services Department Small Business Development Division.

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

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

1. The termination or cancellation of the Permit in whole or in part unless the Permittee demonstrates within a reasonable time its compliance with the terms of the LDB provisions.

2. The denial to the Permittee of the right to participate in any further contracts awarded by the County for a period of no longer than three (3) years.

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

ARTICLE 9
Indemnification

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

ARTICLE 10
Insurance

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

(a) Commercial General Liability Insurance: On a comprehensive basis,

including Contractual Liability, products, and completed operations in an amount not less than $10,000,000.00 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be included as an Additional Insured with respect to this coverage.

(b) Automobile Liability Insurance: Automobile Liability Insurance, covering all owned, non-

(c) owned, and hired vehicles used by the Permittee in connection with its operations under this Permit in an amount not less than:

1. $5,000,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Permittee on the Air Operations Area ("AOA") of the Airport.

2. $300,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Permittee off of the AOA.

10.02 Quality of Insurance Company: The insurance coverages required herein shall include those classifications as listed in the Standard Liability Insurance Manuals that most nearly reflect the operations of the Permittee under this Permit. All insurance policies required herein shall be issued by companies authorized to do business under the Laws of the State of Florida. The companies must be rated no less than "A-" as to Management, and no less than "VII" as to strength (Financial Security) in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent as approved by MDAD's Risk Management Division.

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

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

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

10.06 Right to Examine: The Department reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to: binders,

amendments, exclusions, riders and applications) to determine the true extent of coverage. The Permittee agrees to permit such inspection at the offices of the Department.

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

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

ARTICLE 11
Termination by County

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

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

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

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

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

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

(A) Nonperformance of any other covenants of this Permit, especially the Permittee's obligation to provide safe and efficient Required Services under Appendix A – Scope of Services, other than the covenants to pay the Percentage Fee, and fees and

charges when due and the covenants to provide required evidence of insurance coverage, payment security and bond.

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

(C) Criminal Conviction Disclosure: As a condition of receiving a County contract, the Permittee was required to disclose certain information consistent with County Ordinance No. 94-34. As such, following contract award, if a principal of the contracting entity is convicted of a felony, the County may terminate the contract.

(D) The County may terminate or suspend the operation of this Permit if the Permittee fails to (i) obtain the International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO) designation within twelve (12) months after the Effective Date, (ii) fails to maintain and revalidate the ISAGO designation every two (2) years as required by IATA, or (iii) fails to obtain the ISAGO designation within six (6) months of the Effective Date if Permittee has an ISAGO designation at any other airport but not at MIA. Notwithstanding the foregoing, the Department may extend the foregoing deadline dates for good cause shown.

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

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

ARTICLE 12
Termination by Permittee or County

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

(A) The permanent abandonment by the County of the Airport.

(B) The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport or any substantial part or parts thereof, in such manner as to substantially restrict the Permittee from providing the services required hereunder, for a period in excess of ninety (90) consecutive days; provided, however, that nothing continued herein shall be deemed to constitute a waiver by the Permittee of any claim it may have against the United States to just compensation in the even of any such assumption.

(C) The issuance by any court of competent jurisdiction of any injunction in any way substantially preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period in excess of ninety (90) calendar days.

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

ARTICLE 13
Nondiscrimination and Affirmative Action Programs

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

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

ARTICLE 14
Rules, Regulations and Permits

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

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

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

ARTICLE 15
Civil Actions

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

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

(A) Upon the County: by Certified Mail, Return Receipt Requested, sent to (i) the party indicated in Article 18.06 on behalf of the County and (ii) with a copy to the County Attorney, Miami-Dade County Aviation Division, P.O. Box 592075, Miami, FL 33159.

(B) Upon the Permittee: by personal service or by Certified Mail, Return Receipt Requested, upon the party indicated in Article 18.06 on behalf of the Permittee, with a copy to whatever attorney the Permittee has designated in writing, if any.

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

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

ARTICLE 16
Actions at Termination

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

ARTICLE 17
Trust Agreement

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

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

17.02 Adjustment of Terms and Conditions: If at any time during the term of this Permit, a court of competent jurisdiction shall determine that any of the terms and conditions of this permit, including the fees and charges required to be paid hereunder to the County by the Permittee or by others under other agreements of the County for the use of Airport facilities used for similar purposes, are unjustly discriminatory, the County shall have the right to modify such terms and conditions and to increase or otherwise adjust the fees and charges required to be paid under this permit in such a manner as the County shall determine is necessary and reasonable so that the terms and conditions and the fees and charges payable by the Permittee and others shall not thereafter be unjustly discriminatory to any user of like facilities and shall not result in any violation of the Trust Agreement and/or Bond Resolution or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement and/or Bond Resolution. In the event the County has modified the terms and conditions of this Permit, including any adjustment of the fees and charges, required to be paid to the County, pursuant to this provision, the terms and conditions, including the adjustment of the fees and charges, upon the issuance of written notice from the Department to the Permittee.

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

ARTICLE 18
Other Provisions

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

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

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

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

18.05 Federal Subordination: This Permit shall be subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. The Permittee specifically acknowledges that the provisions of Sections 22 and 23 of Part V of the Federal Aviation Administration's standard grant assurances are applicable to the terms of this Permit. All provisions of this Permit shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of this Permit inconsistent with the provisions of such lease to the United State of America shall be suspended.

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

1) To the County:

to the Project Manager

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

2) To the Permittee, care of the General Manager, and to:
Purchasing Director
ASMO dba Eulen Aviation
P O. BOX 521305
Miami, FL 33152

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

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

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

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

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

18.11 No Waiver: There shall be no waiver of the right of the County to demand strict performance of any of the provisions, terms and covenants of this Permit nor shall there be any waiver of any breach, default or non-performance hereof by the Permittee unless such waiver is explicitly made in writing by the Department. Any previous waiver or course of dealing shall not affect the right the County to demand strict performance of the provisions, terms and covenants of this Permit with respect to any subsequent event or occurrence or of any subsequent breach, default or non-performance hereof by the Permittee.

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

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

18.14 Inspections: The authorized employees and representatives of the County and of any applicable Federal or State agency having jurisdiction hereof shall have the right of access to any premises, on or off the Airport, which the Permittee may occupy for use as administrative offices

for the provision of services hereunder, at all reasonable times for the purposes of inspection to determine compliance with the provisions of this Permit. The right of inspection shall impose no duty on the County to inspect and shall impart no liability upon the County should it not make any such inspections.

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

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

18.17 Employment Eligibility Verification (E-VERIFY): By entering into this Contract, the Permittee and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Permittee affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Permittee; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: (http://www.uscis.gov/e-verify)

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

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

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

18.18 First Source Hiring Referral Program ("FSHRP"): Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Permittee, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the

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

18.19 Public Records and Contracts for Services Performed on behalf of Miami-Dade County: The Permittee shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119,Florida Statutes., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Permittee upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms of the agreement.

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

18.20 Whistleblower Protection: Permittee or its subcontractors, authorized to perform services on the Airport shall not take any Retaliatory Personnel Action against any employee or take any Retaliatory Action that affects the rights or interests of an employee in retaliation for making a complaint to any governmental entity, cooperating with an audit or investigation, participating in any administrative or judicial proceedings related to a GASP holders compliance or lack thereof with the GASP Permit or any County policy, including those set forth in Section 25 of the Miami-Dade Code, or for participating in the activities or establishment of a workplace safety committee. A finding of Retaliatory Personnel Action by a GASP holder or its subcontractor

may result in termination of the GASP Permit under Article 11 of the GASP. Retaliatory personnel action shall mean the discharge, suspension, or demotion by an employer of an employee or any other adverse employment action taken by an employer, his or her agent, or any other person against an employee in the terms and conditions of employment.

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

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

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

18.22 Supplier/Vendor Registration/Conflict of Interest:

a) Supplier/Vendor Registration
The Permittee shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the Permittee's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Permittee's

"County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

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

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

b) Conflict of Interest and Code of Ethics
Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

18.23 County User Access Program (UAP)

Not applicable.

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

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

This compliance includes Contractor providing an attestation that it is not willfully providing, nor will it willfully provide, any service during the Contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. This attention by the

Contractor shall be in the form attached to this Contract as **Exhibit M - Common Carrier or Contracted Carrier Attestation Form** and must be executed by Contractor and provided County when entering, amending, or renewing this Contract. **This Contract shall not be effective unless and until Contractor executes and provides such attestation.**

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

18.25 Cybersecurity and Information Technology Procurement and Protection Program

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

(a) the required Cybersecurity Product is not produced in the United States, or if such required Cybersecurity Product is produced in the United States and it is not of a satisfactory quality to meet the needs of Miami-Dade County;

(b) upon a written recommendation of the County Mayor and approved by a majority vote of the Board of County Commission members present, compliance with the procurement and contracting requirements of Sec. 2-8.2.6.2 of the Code of Miami-Dade County, is not consistent with the best interests of the public; or,

(c) the Cybersecurity Product is purchased from a company or subsidiary that is not on the list of prohibited telecommunications companies in the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Public Law 115-232, as that list may be amended from time.

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

18.26 Federal, State, and Local Compliance Requirements:

As applicable, Permittee shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which

may pertain to the Services required under this Agreement, including, but not limited to:

a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and, implementing regulations at 41 C.F.R. Part 60.

b) Miami-Dade County Small Business Enterprises Development Participation Provisions.

c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.

d) The Davis-Bacon Act, as amended(40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).

e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).

f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".

g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".

h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".

i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).

k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).

l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".

m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".

n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".

o) Any other laws prohibiting wage rate discrimination based on sex.

p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".

q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

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

The Permittee shall hold all licenses and/or certifications, obtain and pay for all permits and/or

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

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

18.27 Federal Aviation Administration (FAA) Provisions

Compliance with Nondiscrimination Requirements:

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

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

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Attachment B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions.

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

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    i. Withholding payments to the Contractor under the Agreement until the contractor complies; and/or

    ii. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contact Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a Subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

    i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

    ii. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

    iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

    iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

    v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

    vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);

viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

ix. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);

x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor/Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor/Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

- All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of

the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

18.28 Force Majeure:

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

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

18.29 U.S. Soccer Federation 2026 World Cup

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

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

18.30 Human Trafficking

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

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

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

18.31 Survival

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

Remainder of page left intentionally blank.

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

BOARD OF COUNTY COMMISSIONERS
OF MIAMI DADE COUNTY, FLORIDA

By:_____
Mayor

Attest: Clerk

By:_____
Juan Fernandez-Barquin
Clerk of the Court and Comptroller

(COUNTY SEAL)

PERMITTEE (If Individual or Partnership):

Name:_____

By:_____
Signature

_____
Print Name

Title:_____

WITNESSES TO ABOVE SIGNATURE:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

PERMITTEE (If Corporation):

Name: American Sales and Management Organization, LLC. dba Eulen Aviation

By: _____
~~President~~ Chief Financial Officer

Alice Cardoso
Print Name

Attest: _____
~~Corporate Secretary~~ VP of Aviation

John Jones
Print Name

(CORPORATE SEAL)

Approved as to form and legal sufficiency

_____
Assistant County Attorney

APPENDIX A
SCOPE OF SERVICES

2. GENERAL

Permittee shall provide a full range of general aeronautical services to commercial aircraft operators and airlines operating at Miami International Airport (MIA) through contractual arrangements between the Permittee and the aircraft operators and air carriers.

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

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

(A) Permittee in the process of obtaining the ISAGO designation shall provide a letter from IATA to evidence that it is currently undergoing the ISAGO designation audit process, specifying the stage of the audit process for the referenced designation. The Permittee must obtain the ISAGO designation for MIA within twelve (12) months of award. Failure to obtain the ISAGO designation within the twelve-month period shall entitle MDAD in its sole discretion to (i) revoke the Permit, (ii) suspend the Permit until the designation is obtained, or (iii) extend the twelve-month period for good cause shown.

(B) Permittee that currently possess the ISAGO designation in another airport, but not at MIA, must obtain the ISAGO designation at MIA within six (6) months of award. Failure to obtain the ISAGO designation for MIA within the six-month period shall entitle MDAD in its sole discretion to (i) revoke the Permit, (ii) suspend the Permit until the designation is obtained, or (iii) extend the six-month period for good cause shown.

2.2 SCOPE OF SERVICES

2.2.1 The scope of services is as follows:

(A) Required Services: The Permittee shall have the nonexclusive right to provide and the obligation to offer to provide, under separate written contract(s) with commercial aircraft operators and airlines, the following aeronautical support services, subject to the limitations and conditions contained herein, at any location on the Airport.

1. Ticket Counter and Operations Services - Providing for the handling of passengers at the ticket counters, including the furnishing of linguists as required for the assistance of passengers, the sale and verification of tickets, weighing of baggage, and the operation of an information, communications, and operations office for the air carriers with whom the Permittee has contracted to supply such services. Any servicing of air carriers on the ticket counters and the use of baggage makeup units will require that the Permittee utilize the Department's Common Use Terminal Equipment (CUTE) Contract L-10047 and abide by the Department's Ticket Counter Allocation Policy (Exhibit 1).

The Department will enter into a separate agreement with the Permittee, at prevailing multi-user rates, when such ticket counter space is made available by the Department and leased to the Permittee. The Permittee must use the Department's Local Departure Control System (LDCS) when servicing air carriers on ticket counter space made available by the Department and leased to the Permittee.

2. Passenger Services – Preparing baggage and cargo clearance documents, arranging in-flight meals with persons or companies authorized by the Department to provide such meals, and providing assistance to disabled passengers. Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding individuals with disabilities including but not limited to applicable requirements of the Americans with Disabilities Act (ADA) and the Air Carriers Act.

3. Ramp Services - Towing of aircraft, positioning of aircraft, the safe and efficient loading and unloading of passenger, use of passengers loading bridges (PLBs), cargo, baggage, and mail to and from aircraft at the terminal building area or at hardstand positions (unless otherwise specifically authorized in the Permit), cleaning of aircraft (including cabin services stocking and restocking), delivery of cargo, baggage, and mail to and from aircraft as well as to other locations on the Airport authorized by the Department, providing aircraft utility services such as air start and cabin air, as well as the guiding of aircraft into and out of Airport loading and unloading positions. Permittee must have its own General Service Equipment (GSE), (pay movers, baggage tugs, stair truck, tow bars, carts, dollies, belt loader, cargo loaders, etc.), for the schedules and number of aircraft that they are contracted to handle. The Permittee must provide new or like new wheelchairs.

4. Porter Assistance Services - Handling and transportation, through the use of porters or other means, of baggage and other articles of passengers of contracting airlines or aircraft operators, upon request of the passengers, in the public access areas of the Airport terminal building, concourses, gates and the MIA Rental Car Center. Wheelchairs, including wide and aisle wheelchairs, must be available upon request. It is the preference of the County that wheelchair have docking station/corralling space saving and storage capabilities (refer to Exhibit 2). Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding people with disabilities, including but limited to applicable requirements of the ADA and the Air Carriers Act.

5. Dispatching and Communications Services – Each Permittee must be able to provide its own ground-to-aircraft radio communication services, issuing flight clearances, sending and receiving standard arrival, departure, and flight plan messages with appropriate distribution of received messages, as well as the calculation of fuel loads and take-off/landing weights and weight and balance for aircraft.

6. Meteorological Navigation Services - Providing weather information based on the analysis and interpretation of the latest charts, providing prognostic weather charts, and providing information for en-route aerial navigation as specified in Aircraft Dispatcher FAA Requirements, 14 CFR Part 65.

(B) Support Services: The Permittee shall have the nonexclusive right to provide and the option of offering, under separate written contract(s) with commercial aircraft operators and airlines, the following support services subject to the limitations and conditions contained herein:

1. Providing personnel, equipment, and materials to clean the exclusively leased facilities of air carriers with whom the Permittee has contracted to provide the aeronautical services authorized herein. Cleaning services include, but are not limited to, floors, walls, window, furniture, fixtures and disposal of waste. All waste disposal receptacles shall be of a type and located in areas approved of in writing by the Department prior to installation.

2. Providing delayed baggage services for air carriers and aircraft operators, subject to the operating rules and regulations of the Department for such service providers.

3. Providing security services to include, but not limited to, positive bag check in the baggage claim areas.

4. Providing non-ramp cargo services to include cargo acceptance, cargo documentation of airway bills, cargo freighter ramp handling. Note: In-warehouse cargo handling operations require a separate permit and are not allowed under the services offered hereunder. This prohibition does not apply to services for passenger aircraft at hardstand positions assigned by MDAD's Airside Division.

(C) Personnel

1. General Manager: The Permittee shall hire and assign a full-time General Manager to be present in the Airport during normal working hours of 8AM to 5PM and such other managers and supervisors as may be required. The General Manager shall be qualified and experienced in the management and control of the services required to be performed hereunder. The General Manager shall be delegated sufficient authority to insure proper performance by the Permittee, in accordance with the terms and conditions of this Permit and to accept service of all notices provided for herein.

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

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

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

2.2.2 FAA Aircraft Dispatcher Certifications:

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

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

2.3 PAYMENTS TO THE COUNTY

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

2.4 EMPLOYEE SATISFACTION

The County desires that employees of the Permittee are aligned with the Airport's mission of providing best in class customer service to its passengers and tenants. The County believes that satisfied and motivated employees provide a better class of service than employees who are dissatisfied with their employment. Accordingly, the County desires that the Permittee will undertake concrete actions to generate a highly motivated, satisfied work force. The County acknowledges that the Permittee may use multiple individual methods to generate motivated, satisfied employees, and nothing in the RFQ required that the Permittee utilize or proffer any particular method. However, as employee satisfaction is a material basis of this procurement, the County expects the Permittee to, at a minimum, maintain the methods proffered as part of its Proposal for the term of the permit. See attached Appendix A1 – Employee Satisfaction incorporated as an attachment to this Contract.

To the extent that a Permittee voluntarily proffered to provide employment conditions beyond the statutory minimums as part of its demonstration of employee satisfaction, those proffered conditions shall be incorporated into this Permit, as such proffer is a material and voluntary inducement to the County entering into such Contract. See attached Appendix A1 – Employee Satisfaction incorporated as an attachment to this Contract. After award of the Permit, in the event Permittee materially reduces or diminishes the employment conditions from those described in its Proposal, the County's share of Permittees' Gross Revenues shall be increased from 7% to 12% of the Gross Revenues earned during the period that such reduction or diminishment is effective, except where employment conditions are changed pursuant to the enactment or revision of a collective bargaining agreement. Nothing in this section requires the Permittee to offer employee benefits in excess of the minimums provided in state or federal law.

Nothing in any Permit issued to the Permittee shall mandate the provision of employee benefits in excess of state or federal law. After award, the Permittee's determination to provide the benefits proffered in its Proposal in exchange for the County claiming 7% of its gross revenues, or providing lesser benefits in exchange for the County claiming 12% of its gross revenues shall be at the Permittee's sole discretion and commercial judgment.

To the extent that a Permittee voluntarily proffered wages as part of its demonstration of employee satisfaction, the Permittee shall abide by and remain compliant with those wages submitted as part of its Proposal for the term of the permit and ensure that its subcontractor(s) abide by and remain compliant with its proffered wages for the term of the permit. See attached Appendix A1 – Employee Satisfaction incorporated as an attachment to this Contract.

2.5 TRANSITION PERIOD

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

2.5.1 Right of First Refusal of Employment

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

2.5.2 Worker Retention

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

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

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

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

2.6 REQUIRED TRAINING

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

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

A. Trainings must satisfy the following criteria:

1. Provided by an MDAD-Approved Safety Training Provider at no expense to the employee.
2. A course that is effective and interactive. The terms "effective and interactive" shall mean:
   a. A combination of in-person classroom instruction and,
   b. Delivery in a setting removed from the employee's daily duties

3. Use of audio, video or computer technology to complement and support classroom instruction and to supplement training.
4. Composed of both didactic and practical applications, including hands-on, experiential learning that allow employees to practice skills learned such as providing assistance to passengers with disabilities, lifting heavy objects.
5. Completed in manageable increments that support learning (A summative assessment component is recommended followed by evaluation surveys of the instructors or learning program).
6. Conducted in a manner that fosters a full understanding of the content and intent of the curriculum.
7. Provided training materials for employees shall be appropriate in content and vocabulary to the language, educational level and literacy level of the employees receiving the training.
8. Trainings must be reviewed and approved by the Joint Labor Management Workplace Safety Committee (See Section 2.7.D herein).

B. Requirements for Safety Training Providers

- Permittee should identify trained personnel or training providers with the following qualifications (qualifications may be satisfied by utilizing more than one provider or instructor):

  1. At least 3 years of demonstrated experience in providing experiential health and safety training for service workers.
  2. At least 5 years of demonstrated experience in providing adult workplace educational instruction, which includes:
  3. Cultural competence and fluency in the language or languages that the relevant employees understand.
  4. Certified Industrial Hygienist (CIH) or Certified Safety Professional (CSP).

- In order to be approved by MDAD, the Permittee shall submit a copy of the proposed curriculum(la) to MDAD. The curriculum(la) shall be in a form prescribed by MDAD and shall include, but not be limited to:

  1. A chronological listing of topics, including the date, time and number of hours allotted to each topic; and
  2. The names of the safety training instructor(s) and the type of instructor certification(s) held, and provide MDAD with resumes demonstrating the Permittee's supervisory personnel meets the Occupational Safety and Health Administration (OSHA) "Requirements for Safety Training Providers".
  3. Indicate which instructors are instructing which modules.

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

- Permittee shall submit the following information as proof of compliance to MDAD on the fifteenth (15th) day of every third calendar month:

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

2.7 JOINT LABOR MANAGEMENT WORKPLACE SAFETY COMMITTEE

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

2.7.1 Expectations of Established Committee

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

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

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

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

(a) Raise health and safety concerns, hazards, complaints and violations to the employer to which the employer must respond.

(b) Review any policy put in place in the workplace required by any provision of this chapter or any provision of the workers' compensation law and provide feedback to such policy in a manner consistent with any provision of law.

(c) Review the adoption of any policy in the workplace in response to any health or safety law, ordinance, rule, regulation, executive order, or other related directive.

(d) Participate in any site visit by any governmental entity responsible for enforcing safety and health standards in a manner consistent with any provision of law.

(e) Review any report filed by the employer related to the health and safety of the workplace in a manner consistent with any provision of law.

(f) Regularly schedule a meeting during work hours at least once a quarter. Employers should permit safety committee designees to attend a training, without suffering a loss of pay, on the function of worker safety committees, rights established under this section, and an introduction to occupational safety and health.

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

Permittees are not required to have a safety committee that complies with this Section, and may proffer alternate safety forums for consideration by MDAD.

2.7.2 Changes in Established Committee

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

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

2.8. INCREASE OF COUNTY SHARE OF GROSS REVENUES

The County is willing, as the proprietor of the Airport, and as a commercial matter, to trade better customer service for a lower share of Permittee's gross revenues. The County believes that potential passengers and tenants make choices as to which airports to utilize based in part on the

customer service they are provided at the Airport, including by Permittees. Better customer service leads to more customers and therefore greater revenues for the County. Motivated, satisfied employees provide better customer service to passengers using Miami-International Airport. Where a Permittee makes choices with respect to its employees which the County believes will result in worse customer service, and thus, lower ultimate revenues for the County, the County desires as a commercial matter a greater share of Permittee's Gross Revenues to offset this potential revenue loss. Accordingly, in the event that, following award of a Permit, and due to the choices of Permittee to diminish or change employment conditions or any safety committee, the County shall thus be entitled to a greater share of 12% of Gross Revenues as described in sections 2.4 and 2.7.2 above.

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APPENDIX A1
EMPLOYEE SATISFACTION

EULEN AVIATION

1. Minimum Wages:

The minimum hourly compensation will consist of a base wage rate plus a health differential.

As of October 1st, 2024, the minimum hourly compensation shall be:

- Base wage rate: $17.45
- Health differential: $3.81
- Total minimum compensation: $21.26

The base wage rate will be adjusted annually on October 1, beginning in 2025, to account for inflation. Inflation for this purpose is defined as the year-over-year percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) – All Items, Not Seasonally Adjusted, for the Miami-Fort Lauderdale-West Palm Beach area, as published by the U.S. Bureau of Labor Statistics. The December CPI-U value of the preceding year will serve as the baseline for calculating the adjustment.

The health differential rate will be adjusted annually on October 1, beginning in 2025, to account for medical care inflation. Medical care inflation for this purpose is defined as the year-over-year percentage change in the Consumer Price Index for All Urban Consumers – Medical care (CPI-U MC), Not Seasonally Adjusted, for the Miami-Fort Lauderdale-West Palm Beach area, as published by the U.S. Bureau of Labor Statistics. The December CPI-U MC value of the preceding year will serve as the baseline for calculating the adjustment.

Notwithstanding the formulas above, neither the base wage rate nor the health differential will decrease in any given year.

Notwithstanding the formulas above, the annual increase to the total of the base wage and health differential shall be no less than one-and-one-half percent (1.5%) for any given year.

2. PTO:

Effective January 1, 2025, the Employer will provide Paid Time Off (PTO) to all its employees according to the following schedule:

Length of employment	**PTO hours accrued per hour worked**	**Maximum annual PTO accrual**
Six months - 5 years	0.040	40 hours
5+ years	0.077	80 hours

Employees may carry over up to 40 hours of PTO to the following year.

3. Holidays:

Six holidays a year are observed during which employees will be paid one and a half (1.5x) times their regular rate of pay for hours worked.

4. Parking:

Beginning June 1, 2025, the Employer shall pay fifty (50%) percent of the total cost of the monthly employee parking pass for all employees who have been employed for at least one (1) year and apply for an Employer subsidized parking pass.

Beginning October 1, 2026, the Employer shall pay seventy-five percent (75%) of the total cost for the monthly employee parking pass for all employees who have been employed for at least five (5) years and apply for an Employer subsidized parking pass.

Beginning March 1, 2027, the Employer shall pay one hundred percent (100%) of the total cost for the monthly employee parking pass for all employees who have been employed for at least five (5) years and apply for an Employer subsidized parking pass.

5. The employer provides a differential to employees in the following classifications: Cabin Agent CDL, Cabin Agent Driver, Cabin Agent lead, Cabin Dispatcher, Cabin Lavatory/Water, Cabin Lead RON, Cabin Runner, Cargo Runner, Crew Chief, FIS tunnel driver, GSE Mechanic, GSE Mechanic Assistant, GSE Triturate Agent, International Security Lead, Lavatory Water Agent, Ramp Agent, Support Services Coordinator, TL Lead

HEALTH & SAFETY COMMITTEE

1. Purpose & Benefits

A. **Eulen Aviation** has established a Health & Safety Committee for the purpose of providing information and recommendations to management about occupational safety and health conditions and practices and will provide a forum for information exchange. While safety committees have a variety of structures and roles, they have one thing in common - employees and management come together to find ways to prevent accidents, injuries, and illnesses on the job. Management has the ultimate responsibilities for safety and health. Through its managers and supervisors, it establishes the program and enforces safety rules. But the safety committee can have a key role in assisting supervisors with the success of that program.

B. Safety committees are effective because they combine the knowledge, enthusiasm, and effort of people with a variety of knowledge, expertise, and perspectives. Those with experience in a job or work area know what the hazard or potential hazards are and often have ideas about how to control them. Safety committees are a key part of safety in the workplace. They accomplish several things:

1. **Central focus.** Committees which represent all functions or departments allow the organization to take an overall look at safety requirements and to foresee problems that might otherwise cause difficulties.
2. **Sounding board.** The committee is a visible and approachable body for safety or health complaints, suggestions, and the like.
3. **Central coordination.** With management direction, much of the coordination of safety training activities can be accomplished by the safety committee.

C. Benefits of an effective safety committee:

a) Encourages safety awareness.

b) Gets many employees actively involved in the safety program over time.

c) Helps motivate employees to follow sound safety practices.

d) An effective employee safety structure provides a feedback mechanism to identify and correct new safety hazards at the earliest stage.

e) Once the safety committee structure is in place and working well, it is a natural vehicle for employee involvement, preparation, and introduction of new safety rules, new preventative practices, and safety procedures on new equipment.

HEALTH & SAFETY COMMITTEE

2. **Scope**
   A. This procedure applies to all Eulen Aviation employees.

3. **Authority**

   A. This is a Eulen Aviation Corporate Safety Procedure and establishes the minimum requirements for all Eulen Aviation's sites where Eulen Aviation's employees are stationed. To the extent this procedure conflicts with local legal requirements, the more stringent requirement will be followed if they do not violate the local legal requirements.

4. **Responsibilities and Accountabilities**

   A. Corporate Level:

   (1) The Director of Safety, Training and Compliance is the Program Administrator responsible for the implementation of the H&SC procedure.
   (2) Oversee local sites, maintain, review, and update the H&SC Procedure at least annually, and whenever necessary to include new or modified regulations.
   (3) Receive and review monthly meeting minutes from each Station.

   B Local Level:

   (1) The **Station Manager** will participate on the Health & Safety Committee. He/she will make sure the Committee meets monthly, and minutes are taken.
   (2) Each item on the agenda will have a responsibility and a timeline. The Station Manager will make sure actions are carried out.
   (3) The Station Manager will send monthly minutes to Corporate Safety.

5. **Regulations**

OSHA has no current regulations that require safety committees. The safety agency does believe that it is important to involve employees in creating a safe workplace. Safety committees are, however, required by law in some states. The state laws vary. In **Attachment 1** you can see the Private Sector Worker Safety and Health Requirements by State.

6. **Health & Safety Committee GOALS:**

- Reduce the number of accidents, injuries, and illnesses.
- Assuring OSHA compliance.
- Sharing and promoting COMMITMENT TO SAFETY.
- Communicating employee safety concerns and suggestions to management.
- Setting a good safety example to others.

HEALTH & SAFETY COMMITTEE

7. Health & Safety Committee Tasks

- Participates in job hazard analysis.
- Responds to safety-related employee comments and suggestions.
- Reviews company injury and illness data to look for trends and causes.
- Submits suggestions to management for the prevention of incidents.
- Provides a point of contact for employees to communicate safety questions and concerns.
- Promotes safety and health awareness in the workplace.
- Recommends improvements to the company's workplace safety program, *and*
- Identifies corrective measures needed to eliminate or control safety and health hazards.
- The Health & Safety Committee will only discuss SAFETY related items.

8. What the Committee will not do

- The Committee will not become a format for airing grievances.

9. Key aspects to consider when volunteering to become a Health & Safety Committee Member:

Becoming a safety committee member is both a big responsibility and a way to make a real difference in your workplace and in people's lives.

Safety committee membership takes some effort. If you are considering taking part, you might want to ask yourself some questions:

- Do I have a real interest in safety issues?
- Do I believe that safe work habits are important?
- Do I routinely follow safety procedures and rules?
- Do I have time to attend committee meetings and follow through on assignments?
- Am I willing to report unsafe conditions and speak to other employees about their unsafe acts?
- Am I responsible and dependable enough to complete my committee assignments properly and on time?
- Am I willing to listen to other employees' safety concerns, questions, and ideas?
- Can I work effectively on a team?
- Am I willing to take an active role in safety training?

HEALTH & SAFETY COMMITTEE

10. **Duties of a Health & Safety Committee Member**
    - ✓ Lead by example, engage each task with a safety mindset
    - ✓ Attending and actively participating in safety committee meetings, coordinate with supervisor to ensure attendance.
    - ✓ Work with your supervisor to eliminate hazardous conditions and unsafe work practices in the department.
    - ✓ Provide coaching whenever an unsafe work practice is identified; report matters which you feel you cannot handle to your supervisor for further action.
    - ✓ Investigate with your supervisor recordable case injuries which occur in your department.
    - ✓ Listen to employee suggestions about safety and bring those that have merit to the department supervisor for review.
    - ✓ Coordinate with your alternate to conduct department safety inspections in the first week of each month, using the pre-printed checklist as your guide.
    - ✓ Before each safety meeting review minutes and open items affecting your department and have answers or a progress report on each item for the meeting.
    - ✓ Always wear your safety committee button while at work.

11. **Core Requirements**
    - ➢ The safety committee is strictly advisory in nature and does not have any regulatory enforcement powers.
    - ➢ Enforcement of safety and health rules and policies is the responsibility of designated employer representatives, such as supervisors and manager.
    - ➢ The safety committee will be made up of at least **1** agent per department and will not exceed 12 members in total. The number of safety committee management representatives will not exceed the number of employee representatives. Management participation will rotate so all management can have exposure to the work and goals of the Committee.
    - ➢ Committee members will serve for a continuous term of at least **1 year**.
    - ➢ How member is selected. Eulen Aviation prefers member to volunteer as an initiative-taking member of the Health & Safety Committee, if no volunteers come forward than the department manager will select the most suitable representative for the specific department.
    - ➢ For the selection process we will post a poster motivating employees in the forms section of this plan.
    - ➢ Committee Structure: The Health & Safety Committee will have a Committee Chair to preside over the committee and a secretary in charge of taking and distributing minutes.
    - ➢ The safety committee will meet at least **once per month** for a period of **1 hour**.
    - ➢ Committee members will be compensated at their normal pay rate for all safety committee meetings and associated activities.
    - ➢ Committee members will be compensated at their normal pay rate for all safety committee meetings and associated activities.
    - ➢ A designated committee member will keep minutes for all meetings, which will be maintained for at least **3** years.
    - ➢ Results and recommendations of each safety committee meeting will be communicated to the Station Manager within **3 days** of each meeting.
    - ➢ Each member will be given a safety committee button that must always be visible during work.

HEALTH & SAFETY COMMITTEE

SUMMARY:

Eulen Aviation's Health and Safety Committee shall be made up of at least 1 agent per department and will not exceed 12 members in total.

Membership shall be at a ratio of 2 non-supervisory employees to 1 supervisory employee.

Recruitment of membership shall be:
Initially - volunteers
Alternately - selection by Head of Department

Committee members will serve for a continuous term of at least **1 year**.

Committee Structure at the Miami International Airport:

Chairperson	Host and conduct meeting in accordance with an agenda and open floor items.
Cochair person	Support the Chairperson and fill in in his/her absence.
Secretary	Takes notes, prepare and provide copies of the minutes as needed.

Mandatory Members

(1) No more than four (4) supervisory employees.
- i Chairperson - Director of Safety, Training & Compliance
- ii Cochair person + Secretary - Safety & Compliance Manager
- iii Senior Manager Below Wing
- iv Senior Manager AA Cabin Service

(2) No more than eight (8) non-supervisory employees.
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

The Health & Safety Committee will meet at least **once per month** for a period of **1 hour**.

The Health & Safety Committee will only discuss SAFETY related items.

The Minutes shall be posted for non-attending employees to review.

(a) Wages

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

- Please see attached table with all required information included.

Will the Proposer commit to paying wages and providing annual wage increases at least as high as what is required by the Living Wage Ordinance? NOTE: At the time of this solicitation, the current Miami-Dade Living Wages are $16.51 per hour with qualifying health benefits valued at least $3.83 per hour, otherwise $20.34 per hour. Access the following link for additional information: https://www.miamidade.gov/global/business/smallbusiness/living-wage.page.)

➢ x yes ☐ no

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

➢ ☐ yes x no

(b) **Health & Retirement Benefits**

Does Proposer provide health insurance to employees?

➢ x yes ☐ no

Does the Proposer's health insurance require premium sharing by the employee?

➢ x yes ☐ no

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

➢ Eligible employees pay $3.83 per worked hour toward a monthly premium. Eulen pays the remaining amount to complete the premium payment.

What is the annual deductible?

➢ $2500 (in network) / $5000 (out of network)

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

➢ $25

How many employees receive health insurance?

➢ All eligible full-time employees are offered health coverage, but only 11 are enrolled (Airport).

What rate does Proposer pay for health insurance per employee?

➢ 40% of the premium, but this depends on the hours worked by the employee in a given month.

Does Proposer provide a retirement benefit to employees?

➢ ☐ yes x no

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

How many employees receive this benefit? _____

Proposer's contribution, if any, to retirement program: _____

(c) Paid Leave

- Does Proposer provide paid sick days? ☐ yes x no

Sick days per year: _____

- Eulen Aviation uses one pool of leave for both sick and vacation. Please see below.

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

- Please see below.

Does Proposer provide paid vacation days? ☐ yes x no

Vacation days per year: _____

- Eulen Aviation uses one pool of leave for both sick and vacation. Please see below.

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

- Please see below.

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

- Eulen Aviation uses one pool of leave for both sick and vacation. Accrual for eligible employees is as follows: 6 days a year if seniority is < 2 years (.0231 accrual per hour worked) / 11 days a year if seniority is > 2 years (.0423 accrual per hour worked). For seniority < 2 years .0231 accrual per hour worked / For seniority > 2 years .0423 accrual per hour worked

(d) Fringe Benefits

Does Proposer provide employees with a uniform allowance:

- ☐ yes x no
- Eulen Aviation provides at no cost to the employee the required uniforms and replaces soiled and worn uniforms as needed. Eulen Aviation also provides coats, gloves, jackets and rain gear.

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

- Not applicable.

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

- Eulen Aviation provides at no cost to the employee the required uniforms and replaces soiled and worn uniforms as needed. Eulen Aviation also provides coats, gloves, jackets and rain gear.

Does Proposer provide any other economic benefits?

•Paid parking

- x yes ☐ no

Eulen Aviation will provide a parking benefit as follows:

- Beginning June 1, 2025, the Employer shall pay fifty (50%) percent of the total cost of the monthly employee parking pass for all employees, who have been employed for at least one (1) year and apply for an Employer subsidized parking pass.
- Beginning October 1, 2026, the Employer shall pay seventy-five percent (75%) of the total cost for the monthly employee parking pass for all employees who have been employed for at least five (5) years and apply for an Employer subsidized parking pass.
- Beginning March 1, 2027, the Employer shall pay one-hundred percent (100%) of the total cost for the monthly employee parking pass for all employees who have been employed for at least five (5) years and apply for an Employer subsidized parking pass.

• Flight benefits
  - ☐ yes x no
• Other, please explain below:

(e) Breaks

Does Proposer provide employees a paid meal break?
- ☐ yes x no

Does Proposer provide a break area for employees?
- x yes ☐ no

(f) Health and Safety Protections

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

What is your firm's experience modification rate?
- 0.84

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

(g) Collective Bargaining Agreement & Labor Peace

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

Does the Proposer have a Collective Bargaining Agreement (CBA) with a union for any or all of its employees at Miami International Airport?

- x yes ☐ no

Which employees does it cover?

- All employees except supervisors, managers, confidential, and office employees.

Link to the CBA if available on-line: Not available online. Attached.

(h) Anti-Retaliation

Does Proposer commit to not retaliating against any employee, including employees of any subcontractor, for notifying the County, an enforcement agency, or other party about the Proposer's or Proposer's subcontractor's noncompliance with any wage, anti-discrimination, paid leave, or other workplace standards laws, including by discharging, reducing hours or compensation, otherwise discriminating against the employee?

- x yes ☐ no

(i) Subcontractors' Compliance

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

To ensure compliance with wage, anti-discrimination, health and safety, and other workplace laws, the proposer will implement the following monitoring procedures for subcontractors:

1. Subcontractor Selection and Agreement:

- Require subcontractors to sign detailed contracts that include clauses on compliance with wage laws, anti-discrimination policies, and health and safety regulations. The agreement will clearly define penalties for non-compliance.

2. Regular Audits and Inspections:

- Conduct regular audits of payroll records, workplace practices, and health and safety procedures to ensure adherence to relevant laws. These audits will be both scheduled and random to maintain consistent oversight.
- Perform site inspections to verify that health and safety protocols are being followed.

3. Training and Education:

- Provide subcontractors with training programs on wage laws, anti-discrimination practices, and workplace safety standards. These sessions will ensure that they are well-informed and up-to-date on all legal requirements.

4. Employee Feedback Mechanism:

- Establish an anonymous reporting system for employees working under subcontractors to report any violations related to wage, discrimination, or safety issues. This will ensure that concerns can be raised without fear of retaliation.

5. Corrective Action and Penalties:
- Implement a clear corrective action process for subcontractors who fail to comply with laws. Depending on the severity of the issue, actions may range from required corrective training to termination of the subcontract.

6. Continuous Monitoring and Documentation:
- Maintain a system of continuous monitoring through compliance checklists and reporting tools to track subcontractor performance. All findings will be documented for future reference and potential audits.

These measures will help ensure that subcontractors consistently meet legal standards and contribute to a fair, safe, and equitable workplace.

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

- Subcontractor Attachment B, attached.

Employment Conditions Questionnaire Attachment B GASP (a) Wages

Job Title	# Employees	Starting Wage	Median Wage	Highest	% 30 hours or more	Scheduled pay increase FY 2024	Will proposer provide this increase every year of the gasp	# employees with 1 + year seniority
Bag Runner	50	20.34	20.34	20.34	65%	10/1/2024	Yes	41
Cabin Agent	249	20.34	20.34	20.34	50%	10/1/2024	Yes	196
Cabin Agent CDL	26	20.34	20.34	20.34	60%	10/1/2024	Yes	22
Cabin Agent Driver	47	21.34	20.34	20.34	60%	10/1/2024	Yes	40
Cabin Agent Lead	75	21.34	20.34	20.34	60%	10/1/2024	Yes	59
Cabin Dispatcher	10	21.83	21.83	21.83	75%	10/1/2024	Yes	8
Cabin Lavatory-Water	2	21.34	21.34	21.34	100%	10/1/2024	Yes	2
Cabin Runner	13	21.34	21.34	21.34	80%	10/1/2024	Yes	13
Cabin Supervisor	16	23.11	23.11	23.11	100%	10/1/2024	Yes	14
Cargo Agent	0	20.34	20.34	20.34	100%	10/1/2024	Yes	1
Cargo Driver	2	21.34	21.34	21.34	100%	10/1/2024	Yes	2
Cargo Lead	5	21.34	21.34	21.34	100%	10/1/2024	Yes	5
Cargo Runner	18	20.34	20.34	20.34	65%	10/1/2024	Yes	16
Cargo Runner Supervisor	3	23.11	23.11	23.11	100%	10/1/2024	Yes	3
Cargo Sec Agent-Screener	22	20.34	20.34	20.34	65%	10/1/2024	Yes	21
Cargo Security Agent	18	20.34	20.34	20.34	100%	10/1/2024	Yes	18
Cargo Security Lead	1	21.34	21.34	21.34	100%	10/1/2024	Yes	1
Cargo Security Supervisor	4	23.11	23.55	24	100%	10/1/2024	Yes	4
Coordinator AV	1	20.34	20.34	20.34	100%	10/1/2024	Yes	1
Crew Chief	2	21.34	21.34	21.34	100%	10/1/2024	Yes	2
Dispatcher	1	21.34	21.34	21.34	100%	10/1/2024	Yes	1
Equipment Room Agent	5	20.34	20.34	20.34	65%	10/1/2024	Yes	4
FIS Agent	106	20.34	20.34	20.34	50%	10/1/2024	Yes	74
FIS Supervisor	8	23.11	23.11	23.11	100%	10/1/2024	Yes	7
FIS Tunnel Driver	15	21.34	21.34	21.34	100%	10/1/2024	Yes	13
GSE Maintenance Shop	1	21.61	21.61	21.61	100%	10/1/2024	Yes	0
GSE Mechanic	9	22.91	22.91	22.91	100%	10/1/2024	Yes	7
GSE Mechanic Assistant	1	20.34	20.34	20.34	100%	10/1/2024	Yes	1
GSE Supervisor	2	23.11	23.11	23.11	100%	10/1/2024	Yes	2
GSE Triturate Agent	3	20.34	20.34	20.34	100%	10/1/2024	Yes	0
HR Administrator	1	21.83	21.83	21.83	100%	10/1/2024	Yes	1
HR Coordinator	2	22.08	23.04	24.01	100%	10/1/2024	Yes	2
ID Coordinator	2	21.83	22.33	22.83	100%	10/1/2024	Yes	2
Intl Security Agent	63	20.34	20.34	20.34	51%	10/1/2024	Yes	38
Intl Security Dispatcher	4	21.83	21.83	21.83	100%	10/1/2024	Yes	4
Intl Security Lead	23	21.34	21.34	21.34	65%	10/1/2024	Yes	23
Intl Security Supervisor	5	23.11	23.11	23.11	100%	10/1/2024	Yes	3
Janitorial Agent	7	20.34	20.34	20.34	85%	10/1/2024	Yes	7
Lavatory-Water Agent	3	21.34	21.34	21.34	100%	10/1/2024	Yes	2
Lobby Management Agent	1	20.34	20.34	20.34	100%	10/1/2024	Yes	1
Ops Admin Assistant	12	21.6	22.35	23.11	100%	10/1/2024	Yes	10
Pass Security Supervisor	2	23.11	23.55	24	100%	10/1/2024	Yes	2
Passenger Security Agent	4	20.34	20.34	20.34	65%	10/1/2024	Yes	4
Planning Supervisor	2	25	25	25	100%	10/1/2024	Yes	0

MDC104

Job Title	# Employees	Starting Wage	Median Wage	Highest	% 30 hours or more	Scheduled pay increase FY 2024	Will proposer provide this increase every year of the gasp	# employees with 1 + year seniority
PPS Agent	4	20.34	20.34	20.34	100%	10/1/2024	Yes	4
Qual Control Screener	3	22.23	22.23	22.23	100%	10/1/2024	Yes	2
Ramp Agent	21	20.34	20.34	20.34	65%	10/1/2024	Yes	10
Ramp Lead	6	21.34	21.34	21.34	66%	10/1/2024	Yes	4
Ramp Supervisor	1	23.11	23.11	23.11	100%	10/1/2024	Yes	1
Security Agent	127	20.34	20.34	20.34	50%	10/1/2024	Yes	95
Security Supervisor	10	23.11	23.11	23.11	100%	10/1/2024	Yes	8
Support Service Agent	32	20.34	20.34	20.34	65%	10/1/2024	Yes	32
Support Svc Coordinator	1	20.34	20.34	20.34	100%	10/1/2024	Yes	1
TL Agent	1	20.34	20.34	20.34	100%	10/1/2024	Yes	1
TL Lead	2	21.34	21.34	21.34	100%	10/1/2024	Yes	2
Triturator Agent	5	21.34	21.34	21.34	20%	10/1/2024	Yes	5
ULD Coordinator	1	20.34	20.34	20.34	100%	10/1/2024	Yes	1

MDC105

Attachment B - Employment Conditions Questionnaire.

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

(a) Wages

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

Job title	# of employees	Starting wage	Highest wage	Median wage	% employed 30 hours/week or more	Scheduled pay increase(s) for FY 2024?	Will Proposer provide this increase every year of the GASP?	*# employees with 1 year+ seniority*
skycap	14	$8.67	$9.51	$9.06	40	10/01/2024	☐ x yes ☐ no	10
wheelchair agent	160	$20.34	$22.32	$21.26	75	10/01/2024	☑ yes ☐ no	94
Dispatcher	3	$26.59	$29.18	$27.79	100	10/01/2024	☑ yes ☐ no	3
Lead	12	$24.55	$26.93	$25.65	100	10/01/2024	☑ yes ☐ no	10
Supervisor	4	$28.88	$31.69	$30.18	100	10/01/2024	☑ yes ☐ no	4
							☐ yes ☐ no	
							☐ yes ☐ no	
							☐ yes ☐ no	
							☐ yes ☐ no	

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

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

(b) Health & Retirement Benefits

Does Proposer provide health insurance to employees? ☑ yes ☐ no

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

If yes, what is the monthly premium for single coverage? $123.43

What is the annual deductible? $5,000

What is the co-payment for a primary care visit? $30

How many employees receive health insurance? 8

What rate does Proposer pay for health insurance per employee? $621.08

Does Proposer provide a retirement benefit to employees? ☑ yes ☐ no

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

How many employees receive this benefit? 8

Proposer's contribution, if any, to retirement program: none

(c) Paid Leave

Does Proposer provide paid sick days? ☐ yes ☑ no

Sick days per year: _____

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

Does Proposer provide paid vacation days? ☐ yes ☑ no

Vacation days per year: _____

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

If Proposer provides one pool of leave time for both sick and vacation leave, (Paid Time Off – PTO), rather than separate pools, please indicate number of combined leave days: PTO 10 days per year

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

(d) Fringe Benefits

Does Proposer provide employees with a uniform allowance: ☐ yes ☑ no ***Company provides uniform**

Value of uniform allowance: $ $200 per year month/year/etc.

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

Does Proposer provide any other economic benefits?:

- Paid parking ☑ yes ☐ no MGS pays 50% of the parking anually
- Flight benefits ☐ yes ☑ no
- Other, please explain below:

(e) Breaks

Does Proposer provide employees a paid meal break? ☐ yes ☑ no

Does Proposer provide a break area for employees? ☑ yes ☐ no

(f) Health and Safety Protections

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

What is your firm's experience modification rate? 0.6

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

(g) Collective Bargaining Agreement & Labor Peace

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

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

Which employees does it cover? _____

Link to the CBA if available on-line: _____

(h) Anti-Retaliation

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

(i) Subcontractors' Compliance

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

Contractual Requirements: All subcontractors will be required to adhere to strict contractual obligations that outline compliance with applicable wage, anti-discrimination, health, safety, and labor laws. These requirements will be clearly stated in the agreements with subcontractors.
Pre-Qualification Screening: Prior to contracting, the Proposer will conduct a thorough screening of subcontractors to ensure they have a history of compliance with relevant laws and regulations. This will include reviewing past performance, audits, and certifications related to labor and workplace laws.

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

SAFEGUARD AMERICA, INC.

SUBCONTRACTOR

Attachment B - Employment Conditions Questionnaire

Instructions: Only proposers who are seeking to demonstrate employee satisfaction by providing information regarding wages or employment conditions should fill out this Attachment B. Proposers who choose to demonstrate employee satisfaction through alternate methods are not required to fill out this form. Proposers utilizing this form shall provide information only as to those categories of information the proposer is choosing to proffer.

(a) Wages

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

Job title	# of employees	Starting wage	Highest wage	Median wage	% employed 30 hours/week or more	Scheduled pay increase(s) for FY 2024?	Will Proposer provide this increase every year of the GASP?	*# employees with 1 year+ seniority*
drivers	53	$17.25	$20.34	$19.91	75%		☐ yes ☐ no	37
administration	10	$50,000	$95,000	$63,600	100%		☐ yes ☐ no	8
security	40	$16.51	$22.00	$16.88	100%		☐ yes ☐ no	26
operations	9	$16.00	$21.00	$16.78	100%		☐ yes ☐ no	5
maintenance	9	$15.00	$43.00	$20.83	100%		☐ yes ☐ no	4
							☐ yes ☐ no	
							☐ yes ☐ no	
							☐ yes ☐ no	
							☐ yes ☐ no	

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

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

(b) Health & Retirement Benefits

Does Proposer provide health insurance to employees? ☑ yes ☐ no

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

If yes, what is the monthly premium for single coverage? N/A

What is the annual deductible? $5, 00

What is the co-payment for a primary care visit? $30

How many employees receive health insurance? 21

What rate does Proposer pay for health insurance per employee?

Does Proposer provide a retirement benefit to employees? ☐ yes ☑ no

What form of benefit? E.g., 401k, etc. N/A

How many employees receive this benefit? N/A

Proposer's contribution, if any, to retirement program: N/A

(c) Paid Leave

Does Proposer provide paid sick days? ☑ yes ☐ no

Sick days per year: N/A

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): N/. A

Does Proposer provide paid vacation days? ☑ yes ☐ no

Vacation days per year: 5

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): 1 54 Accrued every paycheck

If Proposer provides one pool of leave time for both sick and vacation leave, (Paid Time Off – PTO), rather than separate pools, please indicate number of combined leave days: 5

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): 1 54 Accrued every paycheck

(d) Fringe Benefits

Does Proposer provide employees with a uniform allowance: ☑ yes ☐ no

Value of uniform allowance: $ 150.00 per YEAR month/year/etc.

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

Does Proposer provide any other economic benefits?:

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

(e) Breaks

Does Proposer provide employees a paid meal break? ☐ yes ☑ no

Does Proposer provide a break area for employees? ☑ yes ☐ no

(f) Health and Safety Protections

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

What is your firm's experience modification rate? _____

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

(g) Collective Bargaining Agreement & Labor Peace

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

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

Which employees does it cover? N/A

Link to the CBA if available on-line: N/A

(h) Anti-Retaliation

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

(i) Subcontractors' Compliance

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

N/A

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

Patrick C. Joseph

SUBCONTRACTOR

Attachment B - Employment Conditions Questionnaire.

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

(a) Wages

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

Job title	# of employees	Starting wage	Highest wage	Median wage	% employed 30 hours/week or more	Scheduled pay increase(s) for FY 2024?	Will Proposer provide this increase every year of the GASP?	*# employees with 1 year+ seniority*
Not Applicable. Subcontractor is an individual.							☐ yes ☐ no	
							☐ yes ☐ no	
							☐ yes ☐ no	
							☐ yes ☐ no	
							☐ yes ☐ no	
							☐ yes ☐ no	
							☐ yes ☐ no	
							☐ yes ☐ no	
							☐ yes ☐ no	

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

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

(b) Health & Retirement Benefits

Does Proposer provide health insurance to employees? ☐ yes ☑ no

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

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

What is the annual deductible? _____

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

How many employees receive health insurance? _____

What rate does Proposer pay for health insurance per employee?

Does Proposer provide a retirement benefit to employees? ☐ yes ☐ no

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

How many employees receive this benefit? _____

Proposer's contribution, if any, to retirement program: _____

(c) Paid Leave

Does Proposer provide paid sick days? ☐ yes ☑ no

Sick days per year: _____

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

Does Proposer provide paid vacation days? ☐ yes ☐ no

Vacation days per year: _____

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

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

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

(d) Fringe Benefits

Does Proposer provide employees with a uniform allowance: ☐ yes ☑ no

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

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

Does Proposer provide any other economic benefits?:

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

(e) Breaks

Does Proposer provide employees a paid meal break? ☐ yes ☑ no

Does Proposer provide a break area for employees? ☐ yes ☐ no

(f) Health and Safety Protections

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

What is your firm's experience modification rate? _____

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

(g) Collective Bargaining Agreement & Labor Peace

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

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

Which employees does it cover? _____

Link to the CBA if available on-line: _____

(h) Anti-Retaliation

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

(i) Subcontractors' Compliance

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

Subcontractor is and individual, thus this section does not apply.

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

AGREEMENT MADE as of this __23___ day of February, 2021, by **American Sales and Management Organization d/b/a Eulen America** ("Employer") and SEIU Local 32BJ ("Union"), acting on behalf of its members and for whom it is the collective bargaining agent, and contingent on the Employer maintaining operations in MIA for a year from the date of this Agreement.

Article 1: Recognition

1.1 This agreement shall apply to all employees employed by the Employer in the United States performing work on the premises of an airport or performing airport related services except for supervisors/managers, confidential and office employees.

1.2 Upon the execution of this Agreement, the Employer will provide the Union with a list of all its accounts and sites subject to the Agreement where it provides services. Upon the Union's written request, except where prohibited by law, the Employer will provide the Union in writing the name, address, phone number, job classification, work site, the last four digits of the social security number, shift, date of hire, and present wage rate of each employee assigned to each account/site ("Employee Information"). The Employer shall monthly notify the Union in writing of Employee Information of each new Employee subject to this Agreement. The Employer is not required to provide Employee Information concerning accounts which exist for thirty (30) continuous work days or less and are not regularly reoccurring ("Temporary Accounts.")

1.3 Within one week of notification that the Employer has obtained additional accounts, except Temporary Accounts, within the scope of this Agreement, the Employer shall notify the Union in writing of the additional work and the date on which it is to commence performing such work.

1.4 This agreement is governed by the Railway Labor Act. In bargaining for a successor CBA, the parties shall follow the procedures under the RLA. However, in the event the parties are unable to reach agreement through direct negotiations pursuant to the RLA and either parties applies to the National Mediation Board ("NMB") for mediation services and the NMB declines to mediate the parties' dispute for any reason, the parties shall pursue the following process to conclude their successor CBA:

a. Either or both parties may provide written notice to the other party of its intent to amend and modify the terms of the parties' CBA equivalent. Such notice shall be considered the equivalent of the notice required by RLA Section 6 and the parties shall treat it as such. The parties shall be obligated to maintain the status quo following such notice to the same extent as they would be following the service of the notice required by RLA Section 6.

b. The parties will meet and confer in good faith conferences in direct negotiations to reach an agreement for a successor CBA.
c. Either party may terminate the conferences with written notice to the other party. In such event, either party may within ten (10) days provide written notice of its intention to seek mediation, If such request is made, the parties shall appoint a mutually-selected mediator, or if one cannot be mutually agreed upon, such appoint shall be made under the auspices of the Federal Mediation and Conciliation Service ("FMCS").
d. Following a period of good faith mediation, either party may request to be released from mediation in writing to the mediator and the other party. The mediator shall have discretion to continue the mediation process or to terminate mediation and release the parties from the mediation process.
e. Following the mediator's release of the parties from mediation, the parties shall continue to maintain the status quo for an additional thirty (30) day "cooling off period." By mutual agreement, the parties may submit to final interest arbitration.
f. In the event no agreement is reached and the parties do not agree to submit to final interest arbitration, upon the expiration of the 30-day cooling off period, the parties are free to resort to self-help measures.

Article 2: Contract Enforcement

2.1 Per property holder approval, authorized Union agents shall have access to the Employer's work sites in non-secure areas to enforce this Agreement, provided that the Union representative gives reasonable notice to the Employer. Union visitation shall not interfere with conduct of the Employer's business or Employees working.

2.2 The Employer shall assist the Union in requesting space at the airport for meeting with the Employees once every two (2) months on non-work time.

2.3 For any and all Union activities and/or actions of any Union representative that results in the Employer receiving a fine due to a security breach, the Arbitrator may award damages in accordance with Article 5 below.

2.4 The Employer shall recognize union-designated stewards as follows: one (and one alternate) per site as defined in Article 7 except for sites with more than one hundred and seventy-five (175) employees, at which the Employer shall recognize additional stewards, not to exceed one additional steward per every additional seventy-five (75) employees. Shop stewards have no authority to take strike action or any other action interrupting the Employer's business.

2.5 A shop steward may conduct Union business and/or communicate with Employees about Union business on working time only with the Employer's authorization.

2.6 Stewards shall be given an opportunity before or after working hours to meet with new employees to provide information on the Union, and the parties agree this will be unpaid time.

2.7 The Employer shall furnish a bulletin board at a conspicuous site in those Employer's sites where a bulletin board is practical and permitted by the customer, and in those circumstances, shall permit representatives of the Union, including stewards, to post notices pertaining to Union affairs on the bulletin board.

2.8 The Union shall have the right to inspect the Employer's records to determine compliance with this Agreement.

Article 3: Union Security and Check-Off

3.1 It shall be a condition of employment that all Employees covered by this Agreement shall become and remain members in the Union on the 60th day following the date this Article applies to their work-site or their employment, whichever is later. The requirement of membership under this section is satisfied by the payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed.

3.2 Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting an Employee's discharge because he or she has not met the requirements of this Article, unless the Employer questions the propriety of doing so, he or she shall be discharged within 15 days of the letter if prior thereto he or she does not take proper steps to meet the requirements. If the Employer questions the propriety of the discharge, the Employer shall immediately submit the matter to the Arbitrator. If the Arbitrator determines that the Employee has not complied with the requirements of this Article, the Employee shall be discharged within 30 days after written notice of the determination has been given to the Employer.

3.3 The Employer agrees to deduct monthly dues, initiation fees, agency fees, American Dream Fund or Political Action Fund contributions, from the wages of an employee, when authorized by the employee in writing in accordance with applicable law. The Union will furnish to the Employer the necessary authorization forms. At the time of hire the Employer shall give to the new Employees a packet, provided by the Union, containing a Union membership application form, and a dues check-off authorization form only. The Employer will send to the Union offices those forms (or portions thereof) that the employee chooses to fill out and return to the Employer.

3.4 If the Employer fails to deduct or remit to the Union the dues or other monies in accordance with this section by the twentieth (20th) day of the month, the Employer shall pay interest on such dues, initiation fees, or contributions at the rate of one-half

of one percent per month beginning on the thirty-first (31st) day after Employer's receipt of written notice of delinquency.

3.5 If an Employee does not revoke his or her dues check-off authorization at the end of the year following the date of authorization, or at the end of the current contract, whichever is earlier, the Employee shall be deemed to have renewed his or her authorization for another year, or until the expiration of the next succeeding contract, whichever is earlier.

3.6 The Employer shall maintain accurate employee information and transmit dues, initiation fees, and all legal assessments deducted from Employees' paychecks to the Union electronically via ACH utilizing the 32BJ self-service portal, unless the Union directs in writing that dues be remitted by means other than electronic transmittals. The transmission shall be accompanied with information for whom the dues are transmitted, the amount of dues payment for each employee, the employee's wage rate, the employee's date of hire, the employee's site or site change, whether the employee is part-time or full-time, the last four digits of the employee's social security number, the employee's address, and the employee's classification.

3.7 The Union agrees to defend, indemnify and save such Employer harmless from any liability (including without limitation wages, damages, court costs, attorneys fees, and penalties) incurred by reason or result of Employer's actions taken pursuant to this Article 3 with defense counsel to be chosen by the Union.

3.8 The parties acknowledge and agree that the term "authorized by the employee in writing" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees, as well as voluntary contributions to the Union's American Dream Fund, from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to the American Dream Fund. The Employer shall accept such electronic records as valid written authorizations for deduction and remittance.

Article 4: Discharge and Discipline

4.1 Employees hired on or after the effective date of this Agreement shall undergo a 60 day trial period, except those hired as a result of a contractor transition as regulated in Article 6. Employees shall not accrue seniority during the trial period. Upon successful conclusion of the trial period, the Employee's seniority date shall be the first date worked.

4.2 Absent just cause the Employer may not discharge or discipline , an employee who has completed his trial period. The Employer shall conduct its own investigation of the circumstances surrounding the alleged misconduct before imposing any discipline. All employees shall receive written notice of all disciplinary actions at the time when the discipline is issued. Such notice shall state the alleged violation, the date and the disciplinary action being imposed.

4.3 Upon the request of an Employee, the Union, through union staff or stewards, shall have the opportunity to be present for all investigative meetings involving employees.

4.4 Disciplinary actions, excluding unexcused absences and tardiness shall not be relied upon for purposes of progressive discipline if the employee does not receive any discipline for a period of 12 consecutive months following the last issuance of discipline; except that for suspensions or final warnings the period shall be 24 consecutive months from the date of the suspension or final warning.

4.5 If the customer demands the removal of an employee from its account, the Employer may remove the employee from further employment at the account. The Employer will advise the Union of the information it has relating to the customer's complaint and make reasonable efforts to secure from the customer a written confirmation of the customer's request. A management official other than the employee's direct supervisor shall confirm that the customer made the request without instigation by the Employer. The Union may challenge the bona fides of the Employer's claim that the customer has demanded removal and has done so without Employer instigation, provided, however, that in any arbitration on the Union's challenge, in order to establish the bona fides of its contention that the customer requested removal of the employee, the Employer need not call customer employees or representatives as witnesses and can rely upon hearsay evidence. With respect to an employee removed pursuant to a customer request, unless the Employer has cause to discharge the employee, the Employer will place the employee in a job at another account for which the employee is qualified, covered by this Agreement with as little dislocation for the employee as is feasible at comparable pay or benefits. If the job offered by the Employer is not at comparable pay and benefits, the employee may choose to place their name on a waiting list for a period for three (3) months for a job at another account with comparable pay and benefits.

4.6 The Employer shall have the right to maintain discipline and efficiency of its operations, including the right to discharge, suspend or discipline any employee for cause. Just cause for discharge shall include, but not be limited to, the following:

A. Theft.
B. Possession of unlawful, prohibited or dangerous weapons.
C. Fighting on the job
D. Security violation cited by Custom Boarder Patrol or TSA Resulting in a fine for the Employer
E. Agency revocation of Badge

F. Possession of illegal drug or client or Employers premises

4.7 Any temporary employee or employee who has not completed his/her trial period may be discharged or disciplined by the Employer in its discretion. No question concerning the discipline or discharge of any such employee shall be the subject of arbitration.

4.8 No employee shall leave her or his assigned post or take any break without the prior approval of the employee's supervisor or the Employer's manager and without proper relief in attendance. The Employer shall provide reasonable relief to employees.

4.9 Employees shall conduct themselves professionally at all times while on airport property.

Article 5: Grievance/Arbitration

5.1 During the term of this Agreement, all disputes and grievances shall be settled as quickly as possible by the Grievance Procedure provided herein.

5.2 For the purpose of this Agreement, a "grievance" is defined as any dispute between the Employer and the Union regarding only the meaning or application of or performance of the other party under this Agreement, presented to the other party by the aggrieved party in writing within fourteen (14) calendar days after it occurred, or when the employee or aggrieved party became, or should have become, aware of it.

5.3 A Shop Steward may consult directly with an Employer-Supervisor for the purpose of resolving any grievances, or on a matter that does not necessarily constitute a grievance. In any case, where the Union or the Employer is not satisfied, with respect to the disposition of a matter regarding the meaning or application of any provision of this Agreement, the Union or the Employer may submit the complaint as a grievance within the time set forth in paragraph 5.2 above. The grievance will state a summary of the facts, the specific portion of the Agreement allegedly violated, and the date the alleged violation occurred. If requested, either party will provide additional details and/or clarification regarding the subject of the grievance.

5.4 **Procedure**

Procedure. The Employer and the Union shall hold a meeting on unresolved grievances no later than thirty (30) calendar days after the filing of the written grievance. If the parties are unable to resolve the grievance at such meeting, either party may submit the grievance to arbitration before the System Board of Adjustment pursuant to Article 5.4.2, below. The grievance must be submitted to the System Board, in writing, with a copy

to the other party, within thirty (3 0) calendar days after denial of the grievance, or the grievance will be deemed denied.

5.4.1 All claims under this Agreement may only be brought by the Union or Employer alone and no individual Employee shall have the right to compromise or settle any claim without the written permission of the Union.

5.4.2 Any disputes that arise between the parties concerning the meaning and application of this Agreement that remain unresolved following the procedures set forth above may be resolved through final and binding arbitration before the parties' System Board of Adjustment, created in accordance with Section 204 of the RLA.

5.4.2.1 The System Board of Adjustment shall consist of three (3) members, one (1) of whom shall be selected and appointed by the Employer, one (1) of whom shall be selected and appointed by the Union, and one (1) of whom shall be a neutral arbitrator selected by mutual agreement either between the parties from among the following: Richard Bloch, Dana Eischen, Josh Javits, Roger Abrams, or Phillip La Porte or selected by the arbitrators appointed by the Union and Employer on a case-by-case basis. The parties also may agree to dispense with the party-appointed System Board members in a particular case, and have the neutral member hear the case as the sole arbitrator.

5.4.2.2. The System Board shall have exclusive jurisdiction over disputes growing out of grievances or out of the interpretation or application of any of the terms of this Agreement. The jurisdiction of the System Board shall not extend to proposed changes in hours of employment, rates of compensation, or working conditions covered by this Agreement.

5.4.3 The System Board shall consider any dispute properly submitted to it by the Union or the Employer when such dispute has not been previously settled in accordance with the terms of this Agreement.

5.4.4 The expenses and compensation of the neutral System Board member, and any other shared expenses (e.g., hearing room, court reporter) shall be borne equally by the Union and Employer. Each party will be responsible for the expenses and compensation of its System Board member and the witnesses called by it.

5.4.4.1 This Article 5.4.4 prevails to the extent any other provision of this Article 5 is inconsistent herewith.

Article 6: Contractor Transition

6.1 When acquiring or otherwise assuming the servicing of an account within the scope of this Agreement where the Union is the collective bargaining representative of the employees, the Employer agrees to hire the employees who have been working at the account immediately before takeover, including those who might be on vacation or off work because of illness, injury or authorized leaves, provided that their employment is consistent with applicable law and the Employer's reasonable hiring and employment standards. For purposes of this Article the Employer shall hire based on the predecessor employer's staffing levels in effect ninety (90) days prior to the contractor transition date, except where there were increases in the staffing levels during that period resulting from customer requirements. Any employer who adds employees to any job in anticipation of being terminated from that job shall be required to place the added employees on its payroll permanently. Staffing level information shall be provided by the Union upon request. The Employer may reduce the staffing level on takeover of the account if the Employer can demonstrate a commensurate, appreciable decrease in the work done or a different, more efficient method to provide the work required under the terms of the new customer contract. Any such reduction shall be in inverse order of seniority.

6.2 Employees hired by the Employer shall be given credit for length of service with the predecessor employer(s) as set forth in Article 7. Employees hired on takeover shall not have their rates of pay or hours of work reduced. Any disciplinary action in an employee's file upon transition shall be admissible by the successor employer at arbitration and shall be accepted by the Arbitrator regardless of hearsay objections.

6.3 The Employer shall notify immediately the Union in writing as soon as the Employer receives written cancellation of an account or part of an account. Within five (5) business days of such cancellation notice, the Employer shall provide to the Union a list of all affected employees and their Employee Information. The Union shall provide this information to the successor employer but is not responsible for its accuracy.

6.4 The Employer shall provide the Union within five (5) business days of assuming an account a list of all affected employees and their Employee Information.

6.5 When a job location changes from one contractor to another, the signatory company or companies shall pay their respective pro-rata vacation payments based upon the proportion of the calendar year each performed the service. For example, if a contractor cleaned a facility up to July 31st, that contractor would be responsible to pay seven-twelfths (7/12) of the remaining unpaid vacation/PTO

and the new contractor would be obligated to pay five twelfths (5/12) of the remaining unpaid vacation/PTO for that year. The leaving contractor shall pay its share of the accrued vacation to any affected employees within 14 days of its last day at the job location.

Article 7: Seniority, Vacancies, and Bidding for Shifts/Schedules

7.1 Definitions:

7.1.1. "Seniority Date" shall be defined as the first day of continuous service with the current employer and any predecessor employer(s), signatory to this Agreement at the time the predecessor employer loses a contract with the customer at the airport.

7.1.2 A "Site" shall be defined as a passenger terminal, cargo warehouse or cabin cleaning site within an airport.

7.1.3 A "Classification" is the classification or department as defined by the Employer.

7.1.4 Employees may obtain positions by seniority only if they are capable of performing the work and meet all written, pre-existing qualifications of the Employer and the customer.

7.1.5 Seniority shall continue to accrue while an employee is on leave of absence for fewer than three (3) months. An employee shall not accrue seniority while on layoff.

7.1.6 Seniority rights are lost if any employee: 1) quits, 2) is discharged for cause, 3) fails to report to work within seventy-two(72) hours after receipt of a written notice of recall sent by the Employer to the Employee at his/her last address of record on file with the Employer , 4) is laid-off or absent due to a workers compensation claim or for any other reason except USERRA for more than nine (9) months or for the period of the Employee's length of service, whichever is less, 5) absence for a period of three (3) consecutive working days without notifying the Employer, 6) unauthorized failure to report to work at the expiration of a leave of absence pursuant to this Agreement, or 7) taking replacement employment elsewhere during the period of a contractual leave of absence to which the Employer reasonably objects.

7.1.7 An Employee whose seniority is lost for any of the reasons outlined in Paragraph 7.1.6 above shall be considered as a new employee if he/she is again employed by the Employer. The failure of the Employer to rehire

said Employee after the loss of seniority shall not be subject to the grievance and arbitration provisions of this Agreement.

7.2 Seniority list:

7.2.1 The Employer shall furnish a seniority list to the Union upon request. Seniority lists shall be for an airport by job classification.

7.2.2 If the Union and the Employer disagree on an employee's seniority date, the issue may be resolved through the grievance and arbitration procedure.

7.2.3 The seniority list shall be updated quarterly.

7.3 Applications of Seniority:

7.3.1 Vacant positions: The Employer shall post all vacant positions (including vacancies on particular shifts and/or schedules) for seven (7) calendar days and send a copy to the Union. The position shall be awarded to the qualified bidder capable of performing the work with the highest seniority first among bidders in the site and classification. If there is no qualified bidder from the site, then the most senior qualified bidder from the airport shall be awarded the vacancy. "Qualified" employees includes those able to perform the job with airline specific training if needed.

7.3.2 Layoffs due to a reduction in force or reduction in hours due to reduced work shall be in inverse order of seniority at the site and in the classification provided the remaining employees have the requisite knowledge, skills, ability and experience to perform the remaining work. Recalls and increased hours shall be in order of seniority, so long as the employee is capable of performing the work.

7.3.3 Except where operationally impracticable, overtime shall be offered to employees at the site and classification who sign a list volunteering for overtime. Overtime shall be awarded equitably among the volunteers. In the event there are no volunteers, qualified employees working less than a forty (40) hour week shall be required to work any additional hours before overtime is assigned. In the event no such employees are available, the Employer may direct employees to work overtime in reverse classification seniority order.

7.3.4 Seniority, including with predecessor employers at the location, shall apply to eligibility for employer benefits, including but not limited to, paid and unpaid time off, except vacation, which is subject to Article 11.

Article 8: Workload/Reductions

8.1 No employee shall be assigned an unreasonable workload.

8.2 When airlines make planned reductions in permanent service schedules (such as seasonal fluctuations or elimination of scheduled flights), the Employer may reduce regularly scheduled hours. In such cases, the Employer will provide advance notification to the Union within a reasonable time period upon notification by the contractor's customer. The Union, upon receiving notice of such proposed change, agrees to meet with the Employer concerning a reduction in total hours of work at that job site.

8.3 When unplanned flight delays or cancellations result in a temporary reduction in the need for service, the Employer may make corresponding reduction in schedules on the impacted shift(s) or work group(s), provided said reductions are applied in order of seniority at the site and in the classification unless operationally impracticable.

Article 9: No Strike, No Lockout, Expedited Arbitration

9.1 The Union shall not engage in, encourage or support a strike, slowdown, walkout, sit-down, picketing, stoppage of work, retarding of work or boycott by the employees covered by this Agreement during the term of this Agreement. The Employer shall not lock out employees during the term of this Agreement.

9.2 The Union may not engage in a sympathy strike and the employees may not refuse to work by honoring picket lines, except employees may honor lawful picket lines set up by Local 32BJ concerning disputes arising from the specific airport to be picketed so long as: (a) Union provides Employer with at least one week's advance written notice of the planned picket line; (b) Union meets and confers with Employer to ameliorate any impact of such picketing on Employer's operations; and (c) Union conducts its picketing in a manner that provides Employer's Employees with at least one non-picketed entrance to their work area. The union agrees that employees shall utilize any properly established reserved gate or entrance.

9.3 Employees shall not be required to perform struck work, that is, perform duties usually performed by employees who are lawfully on strike provided, however, that a strike in violation of Section 9.1 shell be deemed in violation of this Agreement.

9.4 Any dispute arising from this Article shall be resolved through the grievance and arbitration procedures in Article 5. The Employer may apply to any arbitrator listed in Section 5.4.2.1 for an immediate restraining order and/or injunction by providing writing notice to the union not less than 24 hours in advance. The arbitrator shall be empowered to grant injunctive or other appropriate provisional relief. Union agrees to immediate comply with any order issued by the arbitrator.

Article 10: Leaves of Absence

10.1 The Employer shall continue its current Leave of Absence policy, including bereavement leave and pay for jury duty.

10.2 Upon ten (10) days advance written notice by the Union, an Employer shall provide each shop steward or other designee of the Union with up to three (3) months of unpaid leaves of absence for union-related activities, where practicable, provided that such leave shall not be unreasonably denied. Such leaves shall be limited to 1 employee per 100 employees per employer per airport per year. However, the union may meet with the Employer if it requires additional employees. Upon such leave, the Employee must surrender his/her airport SIDA card to the Employer and may not demonstrate wearing company attire. The parties recognize that, when such leave exceeds 30 days, the employee may be required to complete a re-badging process before returning to work. Where re-badging is required, the Union and the Employer will cooperate and schedule necessary appointments so that the employee's return may be implemented, to the extent practicable, on the date the leave is scheduled to conclude, and the Union shall reimburse the Employer for fees actually incurred by the Employer to complete the re-badging.

10.3 The Employer shall comply with all applicable federal, state and local law concerning family or medical leave, sick days, and other time off issues.

Article 11: Vacations

The Employer shall continue to provide vacation and other paid time off under its current policy.

Article 12: Health Insurance

The Employer shall continue to offer health insurance to its employees under its current policy.

Article 13: Holidays

13.1 The Employer shall continue its current holiday policy.

13.2 The Employer will fully comply with any requirements imposed by the Port Authority regarding Martin Luther King Jr. Day.

Article 14: The Workweek, Overtime, and Method of Pay

14.1 The Employer shall establish a regular workweek. Any work performed over forty hours in a week shall be paid at time and one half the employee's regular rate of pay. Employees who work at more than one site shall have their hours combined in determining their overtime pay.

14.2 The Employer shall be free to set the hours of employment, provided that a normal work week for full-time Employees shall consist of no fewer than thirty-two (32) hours, unless operationally impractical. The Employer shall make reasonable effort to schedule all employees with two consecutive days off when operationally practical; in addition, days off may be non-consecutive with mutual agreement. The Employer shall establish and maintain an official work week indicating the weekly start and end days and times. The Employer shall post this schedule in a conspicuous place at the worksite where possible.

14.3 Each workday an employee is called into work, and actually reports to work he shall be paid a minimum of four (4) hours pay unless the employee is removed from work for disciplinary reasons.

14.4 The Employer shall not use split shifts unless it is operationally impractical to schedule without them. When possible, split shifts shall be on a voluntary basis.

14.5 Employees shall be scheduled a minimum of four (4) hours per day or twenty (20) hours per week.

14.6 Any employee who is required by the Employer to remain on the job site shall be paid for all such time, including overtime, regardless of whether work is performed.

14.7 Any employee who is required by the Employer to move from site to site in the course of performing his/her work assignments shall be paid for necessary travel time.

14.8 All wages, including overtime, shall be paid in accordance with the Employer's current payroll practices. The Employer and the Union shall confer concerning the provision of a weekly pay cycle.

14.9 The Employer shall provide notice of changes in regularly scheduled shifts at least one week in advance. The Employer shall provide 72 hours' notice of any short-term changes unless impractical.

14.10 Employees who work more than 6 hours in a shift shall be entitled to an unpaid meal break of at least ½ hour. Employees who work a shift of 9 hours or more shall be entitled to a second unpaid meal break of at least 20 minutes. The Employer shall continue any current practice more favorable to the employees.

Article 15: Successors, Assigns, and Subcontracting

15.1 The Employer shall not subcontract, transfer, lease or assign, in whole or in part, to any other entity, person, firm, corporation, partnership, or non-unit work or workers, bargaining unit work presently performed or hereafter assigned to employees in the bargaining unit for purposes of circumventing the terms of this

Agreement. The Employer may subcontract to the extent necessary to meet requirements for Women and/or Minority Owned business.

15.2 To the extent permitted by law, this Agreement shall be binding on any other entities that the Employer, through its officers, directors, partners, owners, or stockholders, either directly or indirectly (including but not limited through family members), manages or controls, provided such entity or entities perform(s) work subject to this Agreement. This provision does not bind or otherwise affect any operation outside the United States, including Puerto Rico.

Article 16: Non-Discrimination

16.1 There shall be no discrimination against any employee by reason of race, creed, color, age, disability, national origin, sex, sexual orientation, gender identity, union membership, or any characteristic protected by law.

16.2 All statutes and valid regulations about reinstatement and employment of veterans shall be observed.

16.3 Arbitration of Discrimination Complaints

If the Union elects to pursue a claim of unlawful discrimination under any federal state or local statute through arbitration under Article 5, the grievant may elect to adjudicate the matter through Article 5's grievance and arbitration procedure as the final, binding, sole and exclusive remedy for such violations, and employee(s) who so elect to arbitrate their claims of discrimination shall not file suit or seek relief in any other forum. As a condition to arbitrating these claims, the grievant(s) shall agree to execute a waiver, in a form provided by the Employer, of the right to initiate, advance, litigate or prosecute the same issue in any other judicial or administrative proceeding. In the event the release is not executed or is deemed invalid, the arbitrator will have no authority to grant relief to the grievant(s).

All claims raising violation of anti-discrimination laws by the Union on its own behalf under the collective bargaining agreement or any federal, state or local statute shall be adjudicated solely in this Agreement's grievance and arbitration procedure and the determination in that forum shall be the final, binding, sole and exclusive remedy for such violations for the Union.

The arbitrators hearing any statutory discrimination claim under this provision shall apply applicable law as it would be applied by the appropriate court in rendering decisions on discrimination claims.

Article 17: Governmental Mandates

If the relevant agency operating an airport or other governmental entity mandates benefits and/or paid time off changes, this Agreement shall be reopened solely as to that mandate, and the parties shall negotiate the implementation of the mandate.

Article 18: Wages

18.1 Minimum Wages shall be the higher of the airport authority or the applicable federal, state or local law requirement.

18.2 The employer shall not reduce an employee's base hourly rate of pay. If, however, an employee moves to a job classification with a different rate of pay, she shall receive the base hourly rate of pay for the new classification.

18.3 Tipped Employees:

18.3.1 The employer shall not threaten or discipline any employee due to her accurately reporting the tips she received or instruct employees to report an inaccurate amount of tips.

18.3.3 Wheelchair employees are not deemed tipped employees for the purposes of section 18.3.2. The Employer and the Union shall confer about the application of this Paragraph 18.3.3 for newly acquired accounts or where customer or client requests would so require.

Article 19: Management's Rights

19.1 Subject to the terms of this Agreement, the Employer shall have the exclusive right to manage and direct the workforce covered by this Agreement. Among the exclusive rights of the management (but not intended as a wholly inclusive list of them) are: the right to plan, direct, and control all operations performed at the various locations served by the Employer; to direct and schedule the workforce; to determine the methods, procedures, equipment, operations, and/or services utilized and/or provided, or to discontinue their performance by the employees; to transfer or relocate any/all of the business operation to any location, to subcontract but only consistent with express client mandates and needs and not for the purpose of evading the obligations of this Agreement, discontinue operations by sale or otherwise, in whole or in part at any time; to establish, increase, or decrease the number of work shifts, and to determine the shift starting and ending times, as well as determine the employees' work duties; to require performance of duties other than those normally assigned; to select supervisory employees; to train employees; to discontinue, reorganize, or combine any part of the organization; to promote and demote employees, consistent with the operational needs of the business; to discipline, suspend, and discharge for just cause; to relieve employees from duty for lack of work, or any other legitimate reason; to cease acting as a contractor at

any location or cease performing certain functions at any location, even though employees at that location may be terminated or relieved from duty, as a result. Where the Employer is permitted to subcontract based on client mandates and needs, as set forth above, the subcontractor will be required to provide its covered employees with the same economic terms as those required by this Agreement. In no case will this Article be used for the purpose of unlawfully discriminating against any employees. Any of the rights, powers, or authorities the Employer had when there was no Agreement are retained by the Employer and may be exercised without prior notice to, or consultation with, the Union, except those specifically abridged or modified by this Agreement, as well as any supplementary, subsequent Agreement which may be made and executed by the Parties.

19.2 The Union and its members will cooperate with the Employer within the provisions of this Agreement to facilitate the efficient operation of jobs.

Article 20: Health and Safety

20.1 The Employer shall provide and maintain a safe and healthy workplace for all employees, and the Employer shall comply with all federal, state and local laws and regulations relating to health and safety.

20.2 The Labor Management Committee shall periodically review safety procedures to improve workplace health and safety.

20.3 With the understanding that the airlines control conditions in the aircraft and other work locations and that the airport authority controls the physical structures on the airport, the Employer shall take reasonable measures to assure that the planes and other indoors work areas are lit, heated and/or cooled when employees are working there.

20.4 The Employer shall not use outdoor assignments to retaliate against or to discipline employees.

20.5 If the Employee reasonably believes that there is a real and imminent danger of death or serious injury, the Employee shall not be disciplined for asking the Employer to correct the hazard or, if the Employer refuses to correct the hazard, for asking the Employer for an alternative assignment.

Article 21: Uniforms and Personal Appearance

21.1 The Employer will furnish at no cost to the Employees a sufficient number of required uniforms to be worn during work hours. The Employer will replace soiled and worn uniforms as needed and as reasonably determined by the Employer. Furthermore, the Employer will furnish coats, jackets, gloves and rain gear to all employees who are required to work outside during inclement weather, and, subject to customer approval, short-sleeved uniforms for hot weather. For employees

whose assignments require their use, the Employer will furnish safety vests. Employer will provide Skycaps with at least one (1) cap.

21.2 Upon termination of employment with the Employer, Employees must return all uniforms and company equipment and gear in their possession.

Article 22: Materials and Equipment

22.1 The Employer agrees to provide and to label and maintain properly equipment and materials adequate to perform any and all work assignments, as required by law.

22.2 The Employer will provide all necessary supplies and personal protective equipment, as required by OSHA, free of charge. The Employer shall furnish and maintain all such items and to replace such items as needed to keep up with regular wear and tear.

22.3 In order to improve service to passengers requiring wheelchairs, as well as protect Employee health and safety, the Employer shall take reasonable measures to ensure that wheelchairs are maintained in proper repair with working brakes, hand grips, foot rests, tires, and without tears or other damage to seats or backrests. Employees shall immediately notify the Employer of any wheelchair requiring repair or replacement.

22.4 Employers agree to make a reasonable effort to require workers to push one wheelchair at a time and not to require them to handle luggage equipment such as carts at the same time as wheelchairs are being pushed. However, the company reserves the right to request employees to push two wheelchairs, should passenger loads and requests require the company to do so.

Article 23: Break Rooms

23.1 The Employer shall request an adequate break room in each terminal and/or area where employees work if the Employer can acquire the space from the client or the airport at no cost. With the understanding that the Employer does not control the work premises, the Employer shall take reasonable measures to provide adequate break rooms.

23.2 If an employee break room is not available, Employees shall not be disciplined for taking their breaks or eating in any public or common area of the terminal and/or area where they work where eating is permitted by the Employer's client or Airport/Terminal regulations.

Article 24: Training

24.1 The Union and Employer acknowledge that passenger safety and security are of paramount concern, and that Employees possess vital information and experience for improving safety and security.

24.2 The Labor Management Committee shall seek to improve the quality of training provided to employees and explore ways to improve service to passengers.

24.3 The Employer agrees to provide health and safety, training to Employees, as required by law.

24.4 Where practicable, in the event an Employee is required by the employer to perform the job functions of another job classification within this bargaining unit, the Employer will train the Employee in the requirements of that job function before the Employee is required to perform the function.

Article 25: Labor-Management Committee

The Union and each Employer shall create a labor-management committee at each airport consisting of Union representatives, selected by the Union, and management representatives. It shall seek to resolve workplace problems and improve passenger service and employee health and safety.

Article 26: Most Favored Nations

In the event the Union enters into a collective bargaining agreement with a competitor of the Employer the economic terms or conditions of which are more favorable to the competitor than the terms contained in this agreement, the Employer shall have the option of accepting the package of terms and conditions of that CBA in place of those in this Agreement.

Article 27: Drug and Alcohol Policy

27.1 Employees may not be under the influence of alcohol, illegal drugs or legal drugs used in an unauthorized manner while at work; provided, however, that an Employee shall report to the Human Resources when s/he should reasonably suspect that the legal use of a drug may impair his/her ability to perform assigned tasks in a safe and efficient manner so that the Employer can determine whether the Employee should be removed from such tasks on a temporary basis. "Under the influence" means that employee is affected by a drug and/or alcohol. Employees, at work or on the Employer's or client's premises, or while performing business for Employer may not use, sell, purchase, possess or transfer illegal drugs or prescription drugs other than as prescribed.

27.2 The Employer may require a drug or alcohol test when: 1) required by law or regulation; 2) required by a written customer policy applicable to contractor employees; 3) when there is reasonable suspicion that an employee is under the influence of alcohol or drugs; or 4) where an employee is involved in a workplace accident that requires more than first aid treatment or where there is damage to property or equipment.

27.3 Reasonable suspicion must be based on specific personal first hand observations that Employer representatives can describe regarding the appearance, behavior, speech or breath odor of the employee. Such observations shall be corroborated by a second management representative if a second management representative is reasonably available. Supervisors who shall have the responsibility for recommending that an employee be subject to a drug or alcohol screen test shall have received training in substance abuse detection. If reasonably available, a management official other than the employee's direct supervisor must confirm requiring the drug or alcohol test.

27.4 The Employer shall pay the employee for any time lost from work due to a required drug or alcohol test if the result of the test is negative.

27.5 All collection and testing procedures shall comply with the standards established by the Department of Health and Human Services to assure employee privacy and dignity and accuracy of test results.

27.6 Violations of this Policy may result in disciplinary action. Alternatively, an employee shall be offered an opportunity for rehabilitation for a first offense. However, should an employee "refuse to submit" to the required test, as a "refusal to submit" is defined by the Federal Department of Transportation regulations, the employee's employment should be terminated.

Article 28: Local Riders

28.1 The parties shall negotiate local riders where appropriate setting forth terms applicable to a particular airport.

28.2 Local riders shall include, but are not limited to:

28.2.1 A rider for New York-New Jersey airports concerning the requirements to provide a health benefit supplement substantially equivalent to any agreement reached by the majority of Eulen's unionized competitors in that market.

28.2.2 A rider for Miami International Airport, Exhibit A attached to this agreement.

28.3 The parties shall enter into local riders, where appropriate, to maintain area-wide standards negotiated by the Union or a sister SEIU local union with a substantial number of employers at an airport.

Article 29: Term

This agreement shall be effective from February 23, 2021 and shall become amendable February 22 2024.

SEIU Local 32BJ

By: _____
Rob Hill, Executive Vice President

Dated: 02/23/2021

American Sales and Management Organization
d/b/a Eulen America

By: _____
Xavier Rabell, CEO

Dated: 02/22/21

Attachment A

Employee Free Choice Procedure

This Employee Free Choice Procedure Agreement ("EFCP") is incorporated into the collective bargaining agreement ("CBA") between Eulen America ("Employer") and Service Employees International Union, Local 32BJ ("Union"), to be applicable if, for any reason, employees at a newly obtained account, including at an airport not previously serviced by the Employer, may not be lawfully accreted into the national bargaining unit.

1. The Employer shall take a neutral approach with respect to the unionization of its employees. The Employer and its representatives (including supervisors, managers and consultants) shall not take any action nor make any statement that directly or indirectly states or implies any opposition by the Employer to the selection by its employees of a collective bargaining representative.

2. The Employer shall not discriminate, discharge, lay-off or discipline any employee for the reason that he or she has joined the Union, signed an authorization card or engaged in any type of protected union activity. The Union and its representatives shall not coerce or threaten any employee in an effort to obtain authorization cards. The Union and the Employer agree to notify the employees in writing of the obligations of this paragraph and that violations of this paragraph may be brought to arbitration pursuant to paragraph 7. The Employer shall distribute to the employees the following letter on company letterhead:

TO: All Eulen Employees

FROM:

We wish to inform you that Eulen has reached an amicable settlement of the labor dispute between it and the SEIU Local 32BJ. Both parties have agreed to work together to support the legal rights of Eulen workers to freely decide whether to join and be represented by the Union or not.

We have agreed to allow the Union to speak with you in meetings on work time and in small groups in non-work areas while on non-work time so that they may explain to you the benefits of union representation.

The decision on whether to support the Union is up to each employee. The Company will not discriminate in any way against employees because they decide to support, or not to support, the Union.

Eulen has enjoyed productive relationships with many unions all over the world, and if the Eulen employees decide on union representation we know we can work with the Union here in the United States to support the success of our company for all of its employees and customers.

3. The Employer shall not interfere with the Union's lawful efforts to solicit authorization cards from employees. The Union shall not interfere with the performance by employees of their work.

4. The EFCP shall apply to all employees as set forth in Article 1 of the collective bargaining agreement.

5. Upon request and a showing that the Union represents a majority of the affected employees, the Employer shall recognize the Union as the exclusive bargaining representative of the employees and they shall be covered by the CBA. Proof of majority status shall be based on signed authorization cards or petitions. Any authorization cards collected prior to or after the execution date of this Agreement shall be considered to be valid evidence of union support regardless of when those cards are presented to verify majority support, provided that the employee who signed such card is active at the time of the card verification and provided that the employee has not in the meantime withdrawn his or her support in writing. Upon request of either party, a mutually agreeable third party shall conduct a review of the names on the cards or petitions, comparing the names to a current list of employees and verifying that signatures are authentic. The Employer agrees that the foregoing process shall be the sole and exclusive process for determining the Union's majority status. The Employer shall not extend voluntary recognition to any other labor organization.

6. The Employer shall provide employee information to the Union pursuant to Paragraph 6.4 of the CBA.

7. The parties agree that any disputes over the interpretation or application of this Agreement shall be resolved pursuant to Article 5 of the CBA.

8. Neither party may provide notice to the National Labor Relations Board or the National Mediation Board, that the Employer has voluntarily recognized the Union pursuant to this Procedure, absent the written consent of the other party, or as may be required by applicable law.

Side letter of Agreement

With respect to paragraph 1&2 and the potential reduction in base hourly rate because of a change of account, the parties understand this clause is intended to cover two situations: (a) an employee voluntarily seeks a position in a different account that pays less than the rate the employee had been receiving; and (b) an employee has lost his/her higher paid position and seeks or opts for employment in another account in a position that is lower paid.

The Union represents that it is not its intent nor practice to arbitrate disciplinary actions except, however, as part of a challenge to a discharge.

The Parties agree that for Article 7.3 at airports where Employer represents two or more airlines, seniority for temporary layoffs, layoffs, recall and bidding will be by job group confined to each airline at that airport. Temporary layoff is any reduction in force that at the time is intended to be 6 months or less.

For layoffs intended to be permanent, however, seniority will be by airport and affected employees may train to qualify for and bump less senior employees holding the following positions: Wheelchair, Cabin Cleaner, Baggage, Bag Runner, Baggage Service, Hanger Driver, Cabin Dispatcher, Cabin Lead, FIS Customer Care, FIS Customs Consortium, FIS Ad Hoc, FIS Ramp Consortium, FIS Equipment Room, Support Services, Janitorial, Triticrator, and Skycap, with any other airline. The employee who becomes displaced may bump any employee employed by the same airline for any position for which he/she is qualified.

Agreed to:

For Local 32BJ:

By: _____
Rob Hill, Executive Vice President

Dated: 02/23/2021

For EMPLOYER:

By: _____
Xavier Rabell, CEO

Dated: 02/22/21

Exhibit C

Local Rider for Miami

American Sales and Management Organization, LLC d/b/a Eulen America and SEIU Local 32BJ enter into this local rider for terms specific to Miami International Airport ("MIA").

1. All terms of the national collective bargaining agreement between the parties apply to MIA except as specifically modified by this Local Rider, including effective and amendable dates.

2. Health and Safety:
   A. The parties shall establish a health and safety committee (H&S Committee) which shall consist of an equal number of management and union-selected members. It shall meet at least monthly and on work time. Management shall provide reasonable administrative support to the H&S Committee.
   B. The Employer shall engage, for a term of at least one year, a mutually agreed upon independent health and safety expert (the H&S Expert") to monitor health and safety conditions at MIA.
   C. The H&S Expert would be authorized to conduct work place safety inspections, review Employer documents relating to safety and to interview workers confidentially on company time.
   D. The H&S Expert shall recommend H&S improvements which shall be discussed by the H& S Committee. If the Committee cannot reach consensus on the Expert's recommendations, the matter shall be resolved through interest arbitration. The arbitrator shall be guided by OSHA standards and industry best practices.
   E. The Employer would arrange for the H&S Expert, upon his/her engagement to provide at least two hours of health and safety training to all MIA employees on paid time.
   F. The parties shall assess after one year which, if any, of these provisions should continue in effect.

3. Recall Rights:
   Given that the Employer is notifying furloughed workers of recall due to increased work volume and/or the Payroll Support Program Process, the Employer shall:

   A. Recall in seniority order, starting with the most senior in the classification for the airline the employee most recently worked for at the airport, provided the employee meets the requirements of the job for which he or she has been recalled. If the employee with the most seniority does not meet the requirements, then Employer will move to the next most senior employee in the list, until an employee meeting

the requirement accepts the position. Senior employees not recalled due to failure to meet the requirements of the open position, will remain on the recall list in the order of their seniority. To the fullest extent possible, recall for each employee shall be to the former work location, shift and schedule.

B. Employer may set up a phone call with the laid off Employee to discuss the Employee's qualifications.
C. The Employer shall not discriminate in the recall process based on any employee's support or activity for the Union or their refraining from such support or activity.
D. Employees laid off prior to March 27th and on or after February 15, 2020 shall be placed on a recall list and shall be offered recall in order of seniority after the post-March 27,2020 recalls but before any new employees are hired.
E. The Employer shall provide the Union with updates of the recall process on a regular basis and also on request.
F. Employer has and shall continue to provide opportunities for employees laid off to return to work and will work with the Union to locate laid off employees who wish to return.
G. The Labor Management Committee will discuss means to insure the fullest recall possible.
H. The Employer shall provide an opportunity for former Ft. Lauderdale employees to continue employment with the Employer in preference to new employees.
I. All recalled employees who had been laid off on or after February 15, 2020 will be given seniority based on their previous hire date.

4. Split shifts may be utilized in MIA for International Security and for Latam flights. . The Labor and Management Committee will explore ways to alleviate undue stress for employees working split shifts.

5. The Employer may subcontract under the terms and conditions required in the MIA GASP Agreement.

6. The Employer shall continue to adhere to the terms of the Living Wage Ordinance.

7. So long as the Employer represents two or more airlines at MIA, seniority for temporary layoffs, recall and bidding will be by job group confined to each airline at that airport. Temporary layoff is any reduction in force that at the time is intended to be 6 months or less. For layoffs intended to be permanent, however, seniority will be by airport and affected employees may train to qualify for and bump less senior employees holding the following positions: Wheelchair, Cabin Cleaner, Baggage, Bag Runner, Baggage Service, Hanger Driver, Cabin Dispatcher, Cabin Lead, FIS Customer Care, FIS Customs Consortium, FIS Ad Hoc, FIS Ramp Consortium, FIS Equipment Room, Support Services,

Janitorial, Triticrator, and Skycap, with any other airline. The employee who becomes displaced may bump any employee employed by the same airline for any position for which he/she is qualified.

SEIU Local 32BJ

By: _____
Rob Hill, Executive Vice President

Dated: 02/23/2021

American Sales and Management Organization d/b/a Eulen America

By: _____
Xavier Rabell, CEO

Dated: 02/22/21

SPDN-868764429-2863680

ATTACHMENTS

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

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

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

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

And the Permittee: **G2 Secure Staff**

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

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

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

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Remainder of page left intentionally blank.

DEFINITIONS AND RULES OF INTERPRETATION

DEFINITIONS

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

A. **AIRLINE USE AGREEMENT (AUA)** shall mean the Agreement between the County and the Signatory Airlines which was adopted in 2018 (revised in June 2023) and establishes the rights and privileges of a Signatory Airline operating at Miami International Airport, including the right for Airlines meeting certain conditions to provide ground handling services to other Airlines. See Exhibit L - Ground Handling Policy for additional details.

B. **AIRPORT or "MIA"** shall mean Miami International Airport

C. **COUNTY:** Miami-Dade County acting through the Department. The term County as used in this Agreement may also mean the Miami-Dade County Board of County Commissioners.

C. **DEPARTMENT**: Miami-Dade County Aviation Department, a department of Miami-Dade County Government, sometimes referred to as MDAD or the Aviation Department, represented by and acting through the Director or her or his Designee(s).

D. **EMPLOYMENT CONDITIONS:** terms under which employees provide their labor to a Contractor, and shall include, but not be limited to: wage rates, insurance, paid sick and vacation leave, retirement benefits, uniform and tool allowances, longevity bonuses, provision of break time, provision of break areas, provision of full time jobs rather than part time jobs, the existence of a labor peace agreement with any union seeking to represent that the Contractor's employees, health and safety protections, and the existence of a collective bargaining agreement, as described in Attachment B - Employment Conditions Questionnaire of Permittee's Proposal.

E. **PERMITTEE(S)** shall refer to the Proposer(s) under Solicitation Request For Qualifications (RFQ) EVN0000202 who enters into a Permit Agreement (Contract).

F. **PERMIT** shall mean a non-exclusive general aeronautical services agreement between the County and the Permittee, including all of its terms and conditions, special and supplemental conditions, associated addenda, attachments, exhibits, and amendments.

G. **LOCAL DEVELOPING BUSINESS** or **"LDB"** means: A business concern that is domiciled in the local area and that meets the revenue limitations, and that is owned and controlled by one or more individuals.

RULES OF INTERPRETATION

A. References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

B. Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

C. The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

D. The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.

E. The terms "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.

F. The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

Permit No.	

NONEXLUSIVE GENERAL AERONAUTICAL SERVICES PERMIT,
MIAMI INTERNATIONAL AIRPORT, MIAMI, FLORIDA

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

ARTICLE 1
Term

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

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

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

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

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

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

1.05 RFQ Incorporated and Order of Precedence:

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

(B) If there is a conflict between or among the provisions of this Permit, the order of precedence is as follows: 1) Articles 1 through 18, 2) Appendix A – Scope of Services including Appendix A1, 3) Miami-Dade County's RFQ EVN0000202 and any associated addenda and attachments thereof, and 4) the Permittee's aforementioned Proposal.

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

ARTICLE 2
Rights, Privilege and Obligations

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

(A) The general use, in common with others, of nonexclusive and common use public Airport facilities and improvements, which are now or may hereafter be connected with or appurtenant to said Airport, (including airfield access) to be used by the Permittee in connection with the services it provides pursuant to this Permit. For the purpose of this Permit, "public Airport facilities" shall include, but not be limited to, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, the Terminal Building and other public facilities appurtenant to said Airport, not specifically leased to, under the contractual control of, or used by others or restricted from use or in types of use by signs, regulations or operational directives of the Department.

(B) The right of ingress to and egress from such nonexclusive or common use public Airport facilities and improvements over and across public roadways serving the Airport and non-leased areas on the Airport by the Permittee.

(C) Capital Improvement Program : During the term of this Permit, Permittee acknowledges that the County will be undertaking a Capital Improvement Program (CIP) that might include airline relocations, changes in access to the Terminal Building and concourses, construction of new concession spaces, construction of a new parking garage and other improvements that may affect permit operations in the Terminal Building. The CIP may or may not affect the operation of the Permit, and MDAD will make reasonable efforts to minimize the inconvenience and business interruption that will result from such construction programs. **NEITHER MDAD NOR THE COUNTY ASSUMES ANY RESPONSIBILITY OR LIABILITY FOR ANY RESULTING INCONVENIENCE AND BUSINESS INTERRUPTION AND PERMITEE SHALL HAVE NO CLAIM UNDER ANY CIRCUMSTANCES AGAINST THE COUNTY FOR INCONVENIENCE, INTERRUPTION TO OR LOSS OF BUSINESS, OR IMPOSSIBILITY OF BUSINESS OPERATIONS THAT RESULT FROM SUCH PROGRAMS.**

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

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

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

ARTICLE 3
Payments and Reports

3.01 Not Used

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

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

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

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

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

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

(a) The term "Gross Revenues" is intended to be all-encompassing and is intended to apply to the fullest extent of the money or consideration charged by or received by the Permittee for its activities under this Permit or as facilitated by this Permit, and includes, but specifically is not limited to:

I. Fees and charges imposed by Permittee upon its customers;

II. Opportunity or percentage fees collected by the Permittee from its customers, including any "pass-through" charges to a customer by which the Permittee recovers from the customer the 7% Opportunity Fee, or any portion thereof, payable by the Permittee to MDAD under Section C.1 above;

III. Any money or consideration charged to a customer or received by the Permittee from a customer, whether on a cash or credit basis and whether such money or other consideration is actually paid to or is unpaid to the Permittee, with the Permittee being required to pay MDAD the 7% Opportunity Fee on any uncollected charges to Permittee's customers; and

(b) If the Permittee does not charge a customer a cash amount or an amount of stated consideration if other than cash, or if MDAD determines that the

amount or consideration charged by a Permittee does not reflect the reasonable value of the services provided by the Permittee, MDAD shall have the right to impute a value for Permittee's services under this Permit and recover from the Permittee 7% of such imputed value.

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

A. Increase of County Share of Gross Revenues

The County is willing, as the proprietor of the Airport, and as a commercial matter, to trade better customer service for a lower share of Permittee's gross revenues. The County believes that potential passengers and tenants make choices as to which airports to utilize based in part on the customer service they are provided at the Airport, including by Permittees, and that customer service is enhanced by better employment and safety conditions for Permittees employees. Better customer service leads to more customers and therefore greater revenues for the County. In the event, following the effective date of this permit, that the Permittee materially diminishes or alters the employment conditions proffered in its Proposal, or materially alters the composition or status of any safety committee proffered in its Proposal, the County shall thus be entitled to a greater share of 12% of Gross Revenues for the period of such time such material change from the Proposal is in effect, which Permittee expressly agrees the County is entitled to as a result of the diminution or risk of diminution of customer service at the Airport. Where employment conditions are changed pursuant to the enactment or revision of a collective bargaining agreement, the County shall not be entitled to an increased share of gross revenues. Nothing in this section requires or shall be deemed to require the Permittee to offer employee benefits, employment conditions, or a safety committee in excess of the minimums provided in state or federal law. The employee benefits, employment conditions offered by Permittee, and the safety committee, if any, provided by permittee shall be with the sole discretion and control of the Permittee at all times. Notwithstanding and controlling over anything else herein to the contrary, the parties agree that this Section 3.06 is material to and pertains to the essence of this Permit and the County's decision to award Permittee this permit, and thus is not severable; accordingly, the parties further expressly agree that in the event that this Section 3.06 is deemed, in whole or in part, to be legally invalid or unenforceable, that this Permit shall be void and of no further force and effect.

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

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

In Person: Miami-Dade Aviation Department
Finance Division
4200 N.W. 36th Street

Building 5A, Suite 300

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

By Mail:	Miami-Dade Aviation Department Finance Division P.O. Box 526624 Miami, FL 33152-6624
By Express Mail:	Miami-Dade Aviation Department Finance Division 4200 N.W. 36th Street Building 5A, Suite 300 Miami, Florida 33122
By Wire Transfer:	In accordance with Wire Transfer instructions provided by MDAD's Finance Division, 305-876-7711.
By Credit Card:	Miami-Dade Aviation Department Finance Division- Cashier's Office 305-876-0652

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

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

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

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

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

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

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

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

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

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

(1) If this contract is completely or partially terminated, the Permittee shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Permittee shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

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

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

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

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

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

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

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

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

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

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

ARTICLE 4
Standards of Operation

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

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

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

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

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

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

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

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

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

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

a. Spill Prevention Control and Countermeasure Plan (SPCC)

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

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

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

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

a) International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO) designation and;

b) Federal Aviation Administration (FAA) Aircraft Dispatcher certifications for all employees performing meteorological, navigation and dispatching services and;

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

4.10 Baggage Handling Policy: Permittee shall comply with any baggage handling policy issued by the Miami-Dade County Aviation Department, as same may be amended from time to time during the term of this Permit. This policy may include limitations on the size and weight of baggage which may be inducted into baggage systems at Miami International Airport, as well as limitations on the storing of baggage on the ramp, or other limitations or requirements determined by MDAD to be required or best practices to ensure the safe and efficient operations of the terminal, concourse, ramp, and baggage handling system, in the reasonable discretion of MDAD. Permittee acknowledges that any failure to comply with any baggage handling policy impacts Miami International Airport by impairing the baggage handling systems, diverting manpower to address baggage handling systems issues, causing properly baggage to be lost or delayed, disrupting operations in the terminal, ramp, and concourses, and potentially causing airline delays. The impact of these failures creates direct costs for MDAD but also indirect costs such as loss of customer goodwill and reputational damage, which Permittee acknowledges are difficult or impossible to quantify. Accordingly, to the compensate MDAD for such impacts, the Permittee shall pay MDAD a liquidated damage in the amount of $25.00 per bag for each instance that the Permittee fails to comply with any baggage handling policy, with each bag constitution a separate violation. Additionally, in the event the Permittee is not in compliance with the provisions of any baggage handling policy, the Permittee may be placed in default, with the first such occurrence considered a curable default, pursuant to Article 11.05 hereof, and subsequent occurrence(s) considered noncurable defaults, pursuant to Article 11.06.

ARTICLE 5
Personnel

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

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

5.03 Restricted Area Access – Identification: The Permittee shall be responsible for requesting MDAD to issue identification badges to all employees and other personnel under the Permittee's control who require access to restricted areas on the Airport as a part of their regularly assigned duties, including the AOA, access to the Terminal Building through certain AOA doors, Customs controlled areas and certain areas of the Terminal Building designated by signs and/or regulations as off-limits to employees. The Permittee shall be responsible for the return of the identification badges of all personnel transferred or terminated from the employ of the Permittee or Airport assignment and upon termination of this Permit. The Permittee shall promptly report to MDAD the names of all persons who were employed by the Permittee from whom they were unable to obtain the return of MDAD-issued identification badges. In the event that an

identification badge is not returned because of failure by the Permittee, the Permittee shall pay, from its own funds, MDAD's established charge for lost or stolen identification badges. MDAD shall have the right to require the Permittee to conduct background investigations and to furnish certain data on such employees before the issuance of such identification badges, which shall include the fingerprinting of employee applicants for a fingerprint based Criminal History Check (CHRC) for such badges. The Department shall have the right to deny the issuance of identification badges to persons not successfully passing the federally mandated CHRC.

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

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

A. **Warning Notice:** This document contains sensitive security information that is controlled under the provisions of 49 CFR PART 1520. No part of this document may be released without the written permission of the Under Secretary of Transportation for Security, Transportation Security Administration, 400 7th Street, S.W., Washington, DC 20590 or the Federal Security Director at Miami International Airport. The unauthorized release of this document may result in civil penalty or other action. For United States government agencies, the public availability of this document is to be determined under 5 U.S.C. § 552.

B. In accordance with Florida Statutes § 119.07(3)(ee), "Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, … or other structure owned and operated by an agency as defined in s. 119.011 are exempt …" from public records to ensure the safety of government infrastructures and to ensure public safety. The Permittee represents it has completed and notarized a Confidentiality Affidavit, included in the Affidavit section of this Agreement, which certifies the Permittee and each employee agree, in accordance with Florida Statutes § 119.07(3)(ee), to maintain the exempt status of this information. Information made exempt by this paragraph may be disclosed to a licensed architect, engineer, or Permittee who is performing work on or related to the Airport. The entities or persons receiving such information shall maintain the exempt status of the information.

C. In addition to the above requirements in this sub-article, the Permittee agrees to abide by all federal, state, and County procedures, by which the documents are handled, copied, and distributed which may include but is not limited to:

1. Each employee of the Permittee and its Sub-contractor(s) that will be involved in the project shall sign an agreement stating that they will not copy, duplicate, or distribute the documentation unless authorized by MDAD.
2. The Permittee and its Sub-contractor(s) agree in writing that the Documentation is to be kept and maintained in a secure location.
3. The Documentation shall be numbered and the whereabouts of all Documentation shall be tracked at all times.
4. A log is developed to track the Documentation including logging in the date, time, and name of the individual(s) that work on or view the Documentation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6
Damage to Airport Facilities

Permittee shall promptly repair any damage to any Airport facilities caused by the Permittee, its employees, agents, contractors, or subcontractors. If Permittee fails to do so within the time prescribed by the County in its notice to Permittee (and such notice may be in writing by email or otherwise, or orally by telephone or personal meeting), the County shall be entitled to make such repairs. In such event, the Permittee shall pay to the County, within ten (10) calendar days

of billing by the Department, the costs, plus 25% for administrative costs, of repairing any damage to any Airport facilities, which shall include, without limitation, buildings, fences, paving, unclean or unkept areas used by the Permittee and removal of accumulated trash on the Airport, which the Department has reasonable proof giving it cause to believe that such was caused by the actions, inactions or neglect of the Permittee, its employees, agents or authorized subcontractors.

ARTICLE 7
Assignment and Subcontractors

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

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

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

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

ARTICLE 8
Local Developing Business (LDB) Participation

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

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

8.02 Obligation of the LDB Subcontractor: The Permittee's LDB Subcontractor shall maintain its LDB status during the term of this Permit by the annual renewal of its LDB certification and

ground/passenger service trade category by the Miami-Dade Internal Services Department Small Business Development Division.

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

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

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

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

ARTICLE 9
Indemnification

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

ARTICLE 10
Insurance

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

(a) Commercial General Liability Insurance: On a comprehensive basis,

including Contractual Liability, products, and completed operations in an amount not less than $10,000,000.00 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be included as an Additional Insured with respect to this coverage.

(b) Automobile Liability Insurance: Automobile Liability Insurance, covering all owned, non-

(c) owned, and hired vehicles used by the Permittee in connection with its operations under this Permit in an amount not less than:

1. $5,000,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Permittee on the Air Operations Area ("AOA") of the Airport.

2. $300,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Permittee off of the AOA.

10.02 Quality of Insurance Company: The insurance coverages required herein shall include those classifications as listed in the Standard Liability Insurance Manuals that most nearly reflect the operations of the Permittee under this Permit. All insurance policies required herein shall be issued by companies authorized to do business under the Laws of the State of Florida. The companies must be rated no less than "A-" as to Management, and no less than "VII" as to strength (Financial Security) in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent as approved by MDAD's Risk Management Division.

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

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

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

10.06 Right to Examine: The Department reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to: binders,

amendments, exclusions, riders and applications) to determine the true extent of coverage. The Permittee agrees to permit such inspection at the offices of the Department.

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

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

ARTICLE 11
Termination by County

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

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

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

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

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

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

(A) Nonperformance of any other covenants of this Permit, especially the Permittee's obligation to provide safe and efficient Required Services under Appendix A – Scope of Services, other than the covenants to pay the Percentage Fee, and fees and

charges when due and the covenants to provide required evidence of insurance coverage, payment security and bond.

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

(C) Criminal Conviction Disclosure: As a condition of receiving a County contract, the Permittee was required to disclose certain information consistent with County Ordinance No. 94-34. As such, following contract award, if a principal of the contracting entity is convicted of a felony, the County may terminate the contract.

(D) The County may terminate or suspend the operation of this Permit if the Permittee fails to (i) obtain the International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO) designation within twelve (12) months after the Effective Date, (ii) fails to maintain and revalidate the ISAGO designation every two (2) years as required by IATA, or (iii) fails to obtain the ISAGO designation within six (6) months of the Effective Date if Permittee has an ISAGO designation at any other airport but not at MIA. Notwithstanding the foregoing, the Department may extend the foregoing deadline dates for good cause shown.

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

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

ARTICLE 12
Termination by Permittee or County

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

(A) The permanent abandonment by the County of the Airport.

(B) The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport or any substantial part or parts thereof, in such manner as to substantially restrict the Permittee from providing the services required hereunder, for a period in excess of ninety (90) consecutive days; provided, however, that nothing continued herein shall be deemed to constitute a waiver by the Permittee of any claim it may have against the United States to just compensation in the even of any such assumption.

(C) The issuance by any court of competent jurisdiction of any injunction in any way substantially preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period in excess of ninety (90) calendar days.

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

ARTICLE 13
Nondiscrimination and Affirmative Action Programs

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

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

ARTICLE 14
Rules, Regulations and Permits

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

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

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

ARTICLE 15
Civil Actions

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

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

(A) Upon the County: by Certified Mail, Return Receipt Requested, sent to (i) the party indicated in Article 18.06 on behalf of the County and (ii) with a copy to the County Attorney, Miami-Dade County Aviation Division, P.O. Box 592075, Miami, FL 33159.

(B) Upon the Permittee: by personal service or by Certified Mail, Return Receipt Requested, upon the party indicated in Article 18.06 on behalf of the Permittee, with a copy to whatever attorney the Permittee has designated in writing, if any.

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

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

ARTICLE 16
Actions at Termination

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

ARTICLE 17
Trust Agreement

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

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

17.02 Adjustment of Terms and Conditions: If at any time during the term of this Permit, a court of competent jurisdiction shall determine that any of the terms and conditions of this permit, including the fees and charges required to be paid hereunder to the County by the Permittee or by others under other agreements of the County for the use of Airport facilities used for similar purposes, are unjustly discriminatory, the County shall have the right to modify such terms and conditions and to increase or otherwise adjust the fees and charges required to be paid under this permit in such a manner as the County shall determine is necessary and reasonable so that the terms and conditions and the fees and charges payable by the Permittee and others shall not thereafter be unjustly discriminatory to any user of like facilities and shall not result in any violation of the Trust Agreement and/or Bond Resolution or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement and/or Bond Resolution. In the event the County has modified the terms and conditions of this Permit, including any adjustment of the fees and charges, required to be paid to the County, pursuant to this provision, the terms and conditions, including the adjustment of the fees and charges, upon the issuance of written notice from the Department to the Permittee.

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

ARTICLE 18
Other Provisions

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

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

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

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

18.05 Federal Subordination: This Permit shall be subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. The Permittee specifically acknowledges that the provisions of Sections 22 and 23 of Part V of the Federal Aviation Administration's standard grant assurances are applicable to the terms of this Permit. All provisions of this Permit shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of this Permit inconsistent with the provisions of such lease to the United State of America shall be suspended.

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

1) To the County:

to the Project Manager

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

2) To the Permittee, care of the General Manager, and to:
Roger Zebroski
400 E. Las Colinas Blvd., Ste 750
Irving, TX 75039

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

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

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

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

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

18.11 No Waiver: There shall be no waiver of the right of the County to demand strict performance of any of the provisions, terms and covenants of this Permit nor shall there be any waiver of any breach, default or non-performance hereof by the Permittee unless such waiver is explicitly made in writing by the Department. Any previous waiver or course of dealing shall not affect the right the County to demand strict performance of the provisions, terms and covenants of this Permit with respect to any subsequent event or occurrence or of any subsequent breach, default or non-performance hereof by the Permittee.

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

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

18.14 Inspections: The authorized employees and representatives of the County and of any applicable Federal or State agency having jurisdiction hereof shall have the right of access to any premises, on or off the Airport, which the Permittee may occupy for use as administrative offices

for the provision of services hereunder, at all reasonable times for the purposes of inspection to determine compliance with the provisions of this Permit. The right of inspection shall impose no duty on the County to inspect and shall impart no liability upon the County should it not make any such inspections.

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

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

18.17 Employment Eligibility Verification (E-VERIFY): By entering into this Contract, the Permittee and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Permittee affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Permittee; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: (http://www.uscis.gov/e-verify)

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

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

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

18.18 First Source Hiring Referral Program ("FSHRP"): Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Permittee, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the

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

18.19 Public Records and Contracts for Services Performed on behalf of Miami-Dade County: The Permittee shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119,Florida Statutes., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Permittee upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms of the agreement.

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

18.20 Whistleblower Protection: Permittee or its subcontractors, authorized to perform services on the Airport shall not take any Retaliatory Personnel Action against any employee or take any Retaliatory Action that affects the rights or interests of an employee in retaliation for making a complaint to any governmental entity, cooperating with an audit or investigation, participating in any administrative or judicial proceedings related to a GASP holders compliance or lack thereof with the GASP Permit or any County policy, including those set forth in Section 25 of the Miami-Dade Code, or for participating in the activities or establishment of a workplace safety committee. A finding of Retaliatory Personnel Action by a GASP holder or its subcontractor

may result in termination of the GASP Permit under Article 11 of the GASP. Retaliatory personnel action shall mean the discharge, suspension, or demotion by an employer of an employee or any other adverse employment action taken by an employer, his or her agent, or any other person against an employee in the terms and conditions of employment.

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

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

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

18.22 Supplier/Vendor Registration/Conflict of Interest:

a) Supplier/Vendor Registration
The Permittee shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the Permittee's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Permittee's

"County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

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

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

b) Conflict of Interest and Code of Ethics
Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

18.23 County User Access Program (UAP)

Not applicable.

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

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

This compliance includes Contractor providing an attestation that it is not willfully providing, nor will it willfully provide, any service during the Contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. This attention by the

Contractor shall be in the form attached to this Contract as **Exhibit M - Common Carrier or Contracted Carrier Attestation Form** and must be executed by Contractor and provided County when entering, amending, or renewing this Contract. **This Contract shall not be effective unless and until Contractor executes and provides such attestation.**

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

18.25 Cybersecurity and Information Technology Procurement and Protection Program

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

(a) the required Cybersecurity Product is not produced in the United States, or if such required Cybersecurity Product is produced in the United States and it is not of a satisfactory quality to meet the needs of Miami-Dade County;

(b) upon a written recommendation of the County Mayor and approved by a majority vote of the Board of County Commission members present, compliance with the procurement and contracting requirements of Sec. 2-8.2.6.2 of the Code of Miami-Dade County, is not consistent with the best interests of the public; or,

(c) the Cybersecurity Product is purchased from a company or subsidiary that is not on the list of prohibited telecommunications companies in the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Public Law 115-232, as that list may be amended from time.

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

18.26 Federal, State, and Local Compliance Requirements:

As applicable, Permittee shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which

may pertain to the Services required under this Agreement, including, but not limited to:

a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and, implementing regulations at 41 C.F.R. Part 60.

b) Miami-Dade County Small Business Enterprises Development Participation Provisions.

c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.

d) The Davis-Bacon Act, as amended(40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).

e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).

f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".

g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".

h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".

i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).

k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).

l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".

m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".

n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".

o) Any other laws prohibiting wage rate discrimination based on sex.

p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".

q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

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

The Permittee shall hold all licenses and/or certifications, obtain and pay for all permits and/or

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

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

18.27 Federal Aviation Administration (FAA) Provisions

Compliance with Nondiscrimination Requirements:

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

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

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Attachment B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions.

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

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    i. Withholding payments to the Contractor under the Agreement until the contractor complies; and/or

    ii. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contact Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a Subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

    i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

    ii. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

    iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

    iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

    v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);

    vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);

viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

ix. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);

x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor/Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor/Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

- All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of

the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

18.28 Force Majeure:

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

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

18.29 U.S. Soccer Federation 2026 World Cup

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

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

18.30 Human Trafficking

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

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

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

18.31 Survival

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

Remainder of page left intentionally blank.

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

BOARD OF COUNTY COMMISSIONERS
OF MIAMI DADE COUNTY, FLORIDA

By:_____
Mayor

Attest: Clerk

By:_____
Juan Fernandez-Barquin
Clerk of the Court and Comptroller

(COUNTY SEAL)

PERMITTEE (If Individual or Partnership):

Name:_____

By:_____
Signature

_____
Print Name

Title:_____

WITNESSES TO ABOVE SIGNATURE:

Cindy Ford
Signature
Cindy Ford
Print Name

Adam Faber
Signature
Adam Faber
Print Name

PERMITTEE (If Corporation):

Name:G2 Secure Staff, LLC

By:_____
President

Roger Zebroski
Print Name

Attest:_____
Corporate Secretary

Julia Jordan
Print Name Robbie L. Jordan

ROBBIE LINNETTE JORDAN
Notary ID #128127686
My Commission Expires
March 2, 2026

Approved as to form and legal sufficiency

_____
Assistant County Attorney

APPENDIX A
SCOPE OF SERVICES

2. GENERAL

Permittee shall provide a full range of general aeronautical services to commercial aircraft operators and airlines operating at Miami International Airport (MIA) through contractual arrangements between the Permittee and the aircraft operators and air carriers.

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

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

(A) Permittee in the process of obtaining the ISAGO designation shall provide a letter from IATA to evidence that it is currently undergoing the ISAGO designation audit process, specifying the stage of the audit process for the referenced designation. The Permittee must obtain the ISAGO designation for MIA within twelve (12) months of award. Failure to obtain the ISAGO designation within the twelve-month period shall entitle MDAD in its sole discretion to (i) revoke the Permit, (ii) suspend the Permit until the designation is obtained, or (iii) extend the twelve-month period for good cause shown.

(B) Permittee that currently possess the ISAGO designation in another airport, but not at MIA, must obtain the ISAGO designation at MIA within six (6) months of award. Failure to obtain the ISAGO designation for MIA within the six-month period shall entitle MDAD in its sole discretion to (i) revoke the Permit, (ii) suspend the Permit until the designation is obtained, or (iii) extend the six-month period for good cause shown.

2.2 SCOPE OF SERVICES

2.2.1 The scope of services is as follows:

(A) Required Services: The Permittee shall have the nonexclusive right to provide and the obligation to offer to provide, under separate written contract(s) with commercial aircraft operators and airlines, the following aeronautical support services, subject to the limitations and conditions contained herein, at any location on the Airport.

1. Ticket Counter and Operations Services - Providing for the handling of passengers at the ticket counters, including the furnishing of linguists as required for the assistance of passengers, the sale and verification of tickets, weighing of baggage, and the operation of an information, communications, and operations office for the air carriers with whom the Permittee has contracted to supply such services. Any servicing of air carriers on the ticket counters and the use of baggage makeup units will require that the Permittee utilize the Department's Common Use Terminal Equipment (CUTE) Contract L-10047 and abide by the Department's Ticket Counter Allocation Policy (Exhibit 1).

The Department will enter into a separate agreement with the Permittee, at prevailing multi-user rates, when such ticket counter space is made available by the Department and leased to the Permittee. The Permittee must use the Department's Local Departure Control System (LDCS) when servicing air carriers on ticket counter space made available by the Department and leased to the Permittee.

2. Passenger Services – Preparing baggage and cargo clearance documents, arranging in-flight meals with persons or companies authorized by the Department to provide such meals, and providing assistance to disabled passengers. Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding individuals with disabilities including but not limited to applicable requirements of the Americans with Disabilities Act (ADA) and the Air Carriers Act.

3. Ramp Services - Towing of aircraft, positioning of aircraft, the safe and efficient loading and unloading of passenger, use of passengers loading bridges (PLBs), cargo, baggage, and mail to and from aircraft at the terminal building area or at hardstand positions (unless otherwise specifically authorized in the Permit), cleaning of aircraft (including cabin services stocking and restocking), delivery of cargo, baggage, and mail to and from aircraft as well as to other locations on the Airport authorized by the Department, providing aircraft utility services such as air start and cabin air, as well as the guiding of aircraft into and out of Airport loading and unloading positions. Permittee must have its own General Service Equipment (GSE), (pay movers, baggage tugs, stair truck, tow bars, carts, dollies, belt loader, cargo loaders, etc.), for the schedules and number of aircraft that they are contracted to handle. The Permittee must provide new or like new wheelchairs.

4. Porter Assistance Services - Handling and transportation, through the use of porters or other means, of baggage and other articles of passengers of contracting airlines or aircraft operators, upon request of the passengers, in the public access areas of the Airport terminal building, concourses, gates and the MIA Rental Car Center. Wheelchairs, including wide and aisle wheelchairs, must be available upon request. It is the preference of the County that wheelchair have docking station/corralling space saving and storage capabilities (refer to Exhibit 2). Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding people with disabilities, including but limited to applicable requirements of the ADA and the Air Carriers Act.

5. Dispatching and Communications Services – Each Permittee must be able to provide its own ground-to-aircraft radio communication services, issuing flight clearances, sending and receiving standard arrival, departure, and flight plan messages with appropriate distribution of received messages, as well as the calculation of fuel loads and take-off/landing weights and weight and balance for aircraft.

6. Meteorological Navigation Services - Providing weather information based on the analysis and interpretation of the latest charts, providing prognostic weather charts, and providing information for en-route aerial navigation as specified in Aircraft Dispatcher FAA Requirements, 14 CFR Part 65.

(B) Support Services: The Permittee shall have the nonexclusive right to provide and the option of offering, under separate written contract(s) with commercial aircraft operators and airlines, the following support services subject to the limitations and conditions contained herein:

1. Providing personnel, equipment, and materials to clean the exclusively leased facilities of air carriers with whom the Permittee has contracted to provide the aeronautical services authorized herein. Cleaning services include, but are not limited to, floors, walls, window, furniture, fixtures and disposal of waste. All waste disposal receptacles shall be of a type and located in areas approved of in writing by the Department prior to installation.

2. Providing delayed baggage services for air carriers and aircraft operators, subject to the operating rules and regulations of the Department for such service providers.

3. Providing security services to include, but not limited to, positive bag check in the baggage claim areas.

4. Providing non-ramp cargo services to include cargo acceptance, cargo documentation of airway bills, cargo freighter ramp handling. Note: In-warehouse cargo handling operations require a separate permit and are not allowed under the services offered hereunder. This prohibition does not apply to services for passenger aircraft at hardstand positions assigned by MDAD's Airside Division.

(C) Personnel

1. General Manager: The Permittee shall hire and assign a full-time General Manager to be present in the Airport during normal working hours of 8AM to 5PM and such other managers and supervisors as may be required. The General Manager shall be qualified and experienced in the management and control of the services required to be performed hereunder. The General Manager shall be delegated sufficient authority to insure proper performance by the Permittee, in accordance with the terms and conditions of this Permit and to accept service of all notices provided for herein.

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

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

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

2.2.2 FAA Aircraft Dispatcher Certifications:

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

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

2.3 PAYMENTS TO THE COUNTY

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

2.4 EMPLOYEE SATISFACTION

The County desires that employees of the Permittee are aligned with the Airport's mission of providing best in class customer service to its passengers and tenants. The County believes that satisfied and motivated employees provide a better class of service than employees who are dissatisfied with their employment. Accordingly, the County desires that the Permittee will undertake concrete actions to generate a highly motivated, satisfied work force. The County acknowledges that the Permittee may use multiple individual methods to generate motivated, satisfied employees, and nothing in the RFQ required that the Permittee utilize or proffer any particular method. However, as employee satisfaction is a material basis of this procurement, the County expects the Permittee to, at a minimum, maintain the methods proffered as part of its Proposal for the term of the permit. See attached Appendix A1 – Employee Satisfaction incorporated as an attachment to this Contract.

To the extent that a Permittee voluntarily proffered to provide employment conditions beyond the statutory minimums as part of its demonstration of employee satisfaction, those proffered conditions shall be incorporated into this Permit, as such proffer is a material and voluntary inducement to the County entering into such Contract. See attached Appendix A1 – Employee Satisfaction incorporated as an attachment to this Contract. After award of the Permit, in the event Permittee materially reduces or diminishes the employment conditions from those described in its Proposal, the County's share of Permittees' Gross Revenues shall be increased from 7% to 12% of the Gross Revenues earned during the period that such reduction or diminishment is effective, except where employment conditions are changed pursuant to the enactment or revision of a collective bargaining agreement. Nothing in this section requires the Permittee to offer employee benefits in excess of the minimums provided in state or federal law.

Nothing in any Permit issued to the Permittee shall mandate the provision of employee benefits in excess of state or federal law. After award, the Permittee's determination to provide the benefits proffered in its Proposal in exchange for the County claiming 7% of its gross revenues, or providing lesser benefits in exchange for the County claiming 12% of its gross revenues shall be at the Permittee's sole discretion and commercial judgment.

To the extent that a Permittee voluntarily proffered wages as part of its demonstration of employee satisfaction, the Permittee shall abide by and remain compliant with those wages submitted as part of its Proposal for the term of the permit and ensure that its subcontractor(s) abide by and remain compliant with its proffered wages for the term of the permit. See attached Appendix A1 – Employee Satisfaction incorporated as an attachment to this Contract.

2.5 TRANSITION PERIOD

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

2.5.1 Right of First Refusal of Employment

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

2.5.2 Worker Retention

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

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

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

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

2.6 REQUIRED TRAINING

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

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

A. Trainings must satisfy the following criteria:

1. Provided by an MDAD-Approved Safety Training Provider at no expense to the employee.
2. A course that is effective and interactive. The terms "effective and interactive" shall mean:
   a. A combination of in-person classroom instruction and,
   b. Delivery in a setting removed from the employee's daily duties

3. Use of audio, video or computer technology to complement and support classroom instruction and to supplement training.
4. Composed of both didactic and practical applications, including hands-on, experiential learning that allow employees to practice skills learned such as providing assistance to passengers with disabilities, lifting heavy objects.
5. Completed in manageable increments that support learning (A summative assessment component is recommended followed by evaluation surveys of the instructors or learning program).
6. Conducted in a manner that fosters a full understanding of the content and intent of the curriculum.
7. Provided training materials for employees shall be appropriate in content and vocabulary to the language, educational level and literacy level of the employees receiving the training.
8. Trainings must be reviewed and approved by the Joint Labor Management Workplace Safety Committee (See Section 2.7.D herein).

B. Requirements for Safety Training Providers

- Permittee should identify trained personnel or training providers with the following qualifications (qualifications may be satisfied by utilizing more than one provider or instructor):

  1. At least 3 years of demonstrated experience in providing experiential health and safety training for service workers.
  2. At least 5 years of demonstrated experience in providing adult workplace educational instruction, which includes:
  3. Cultural competence and fluency in the language or languages that the relevant employees understand.
  4. Certified Industrial Hygienist (CIH) or Certified Safety Professional (CSP).

- In order to be approved by MDAD, the Permittee shall submit a copy of the proposed curriculum(la) to MDAD. The curriculum(la) shall be in a form prescribed by MDAD and shall include, but not be limited to:

  1. A chronological listing of topics, including the date, time and number of hours allotted to each topic; and
  2. The names of the safety training instructor(s) and the type of instructor certification(s) held, and provide MDAD with resumes demonstrating the Permittee's supervisory personnel meets the Occupational Safety and Health Administration (OSHA) "Requirements for Safety Training Providers".
  3. Indicate which instructors are instructing which modules.

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

- Permittee shall submit the following information as proof of compliance to MDAD on the fifteenth (15th) day of every third calendar month:

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

2.7 JOINT LABOR MANAGEMENT WORKPLACE SAFETY COMMITTEE

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

2.7.1 Expectations of Established Committee

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

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

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

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

(a) Raise health and safety concerns, hazards, complaints and violations to the employer to which the employer must respond.

(b) Review any policy put in place in the workplace required by any provision of this chapter or any provision of the workers' compensation law and provide feedback to such policy in a manner consistent with any provision of law.

(c) Review the adoption of any policy in the workplace in response to any health or safety law, ordinance, rule, regulation, executive order, or other related directive.

(d) Participate in any site visit by any governmental entity responsible for enforcing safety and health standards in a manner consistent with any provision of law.

(e) Review any report filed by the employer related to the health and safety of the workplace in a manner consistent with any provision of law.

(f) Regularly schedule a meeting during work hours at least once a quarter. Employers should permit safety committee designees to attend a training, without suffering a loss of pay, on the function of worker safety committees, rights established under this section, and an introduction to occupational safety and health.

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

Permittees are not required to have a safety committee that complies with this Section, and may proffer alternate safety forums for consideration by MDAD.

2.7.2 Changes in Established Committee

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

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

2.8. INCREASE OF COUNTY SHARE OF GROSS REVENUES

The County is willing, as the proprietor of the Airport, and as a commercial matter, to trade better customer service for a lower share of Permittee's gross revenues. The County believes that potential passengers and tenants make choices as to which airports to utilize based in part on the

customer service they are provided at the Airport, including by Permittees. Better customer service leads to more customers and therefore greater revenues for the County. Motivated, satisfied employees provide better customer service to passengers using Miami-International Airport. Where a Permittee makes choices with respect to its employees which the County believes will result in worse customer service, and thus, lower ultimate revenues for the County, the County desires as a commercial matter a greater share of Permittee's Gross Revenues to offset this potential revenue loss. Accordingly, in the event that, following award of a Permit, and due to the choices of Permittee to diminish or change employment conditions or any safety committee, the County shall thus be entitled to a greater share of 12% of Gross Revenues as described in sections 2.4 and 2.7.2 above.

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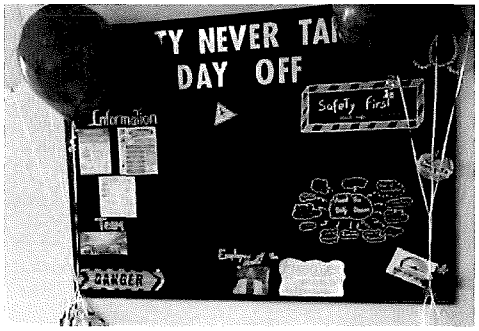
APPENDIX A1
EMPLOYEE SATISFACTION

20. Safety Committee

G2's MIA General Managers recently launched a Safety Committee and held a successful kickoff meeting. Several critical topics were covered including G2's "Stop the Process" policy, and an Employee of the Month was recognized for outstanding contribution to safety..



To comply with the workplace safety committee requirements outlined in Section 2.7, G2 will refer to its collective bargaining agreement (CBA) provisions while also making sure it meets MIA's expectations.

- G2's CBA representative(s) will be tasked with following the protocols outlined in the CBA and identifying employees from each account and/or workgroup to serve as members of the committee. G2 Human Resources will verify that each person selected is in good standing and not on any disciplinary action step.
- .The committee will be co-chaired by a representative of the employer and non-supervisory employees. At least 2/3 of the committee will be comprised of non-supervisory employees.
- The safety committee holds an important role and will meet monthly during regularly scheduled work hours. Members will be compensated at their regular rate of pay for time in the meeting.
- The committee meeting agenda will include health and safety concerns, including hazards, complaints and violations. The committee will document topics discussed during the meeting and shared timely with local leaders. The committee and leaders will partner to develop and implement action items to address areas of concern. Progress will be monitored and documented.

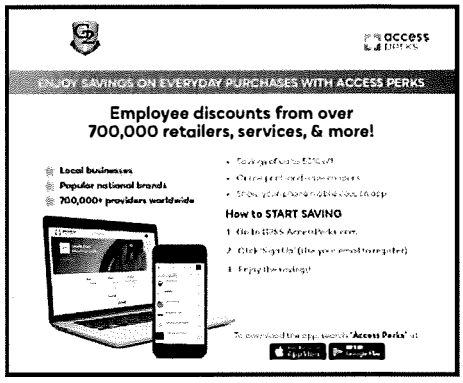
20. Safety Committee (cont'd.)

- G2 will advise the SEIU representative(s) of any governmental site visits regarding health and safety matters and will allow committee members to participate, consistent with the law.
- G2 will share with the committee the following information and allow the committee to provide feedback, consistent with the law. Communications methods for these changes will be jointly established with the SEIU committee representative(s).
  - ✓ Any new regulations or requirements regarding workers' compensation
  - ✓ Any new workplace policies in response to any health or safety law
  - ✓ Any report filed by G2 related to the health and safety of the workplace
- Committee members may attend training on the function of worker safety committees, rights established under section 2.7, and an introduction to occupational safety and health. Members will not suffer loss of pay while attending these training events.

21. G2 Employment Conditions – Employee Satisfaction (cont'd.)

G2 strives to maintain excellent working conditions and benefits that will generate employee satisfaction. Our list of employee benefits is extensive.

- Base wage rate & health differential inflationary adjustments will be made annually on October 1 in accordance with MIA DADE LWO.
- Differential pay for Lead & Driver positions
- Health Plans available to FT and PT employees
- 100% Company Paid Life Insurance
- 401K Plan with Company Match
- Supplemental Dental & Vision insurance
- Paid Time Off (PTO) beginning at 6 months
- Paid Parking
- MasterCard Logo Pay Card
- Access Perks Employee Discount Program
- Diverse Company Holidays including MLK Jr Day & Juneteenth
- Diversity, Equity and Inclusion Council
- G2 Anniversary Pin Recognition
- Free access to hundreds of online training courses through Knowledge City
- G2 people newsletter recognition
- "Caught Doing Something Right" recognition – safety award

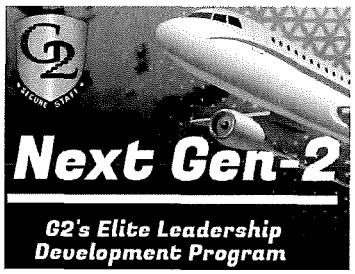


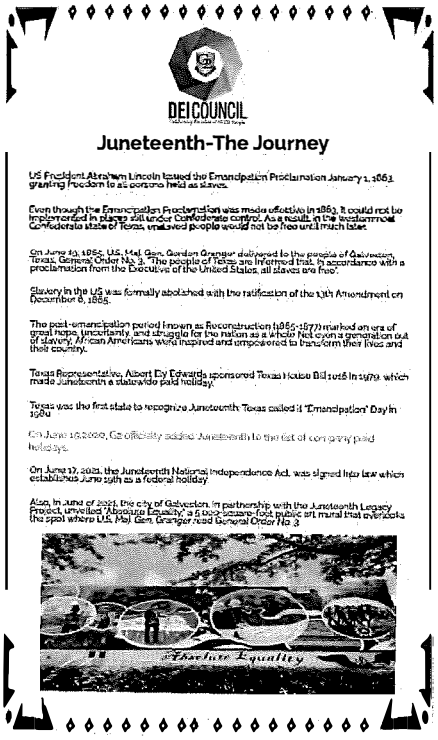
21. G2 Employment Conditions – Employee Satisfaction (cont'd.)

- Holiday meals and celebrations
- G2 People Newsletter Recognition
- Leadership Development Opportunities
- Monthly Labor Management Committee meetings
- Leadership Bench Career Development
- Job Posting Advancement Opportunities

Employee Satisfaction Metrics

- Track and trend employee turnover at MIA
- Monitor progress of action items identified during the monthly Labor Management Committee meetings

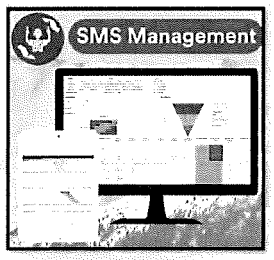




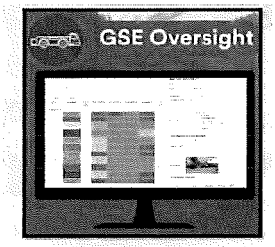
22. G2 Safe Working Conditions

G2's number 1 priority is Safety. Our leaders at every level, including all members of the senior team, are fully engaged and focused on safety. Our robust safety practices and policies demonstrate G2's commitment to providing a safe environment for our employees, our customers and the airport community.

- **Safety Team -** G2 has a dedicated safety team with staff at the corporate office and safety leaders throughout the field operations. The department reports directly to G2's President and remains highly engaged with operations to assist with safety training, observations, risk assessments and procedural improvements.
- **Safety Management System** - G2 utilizes a Safety Management System (SMS) to protect our employees and customer assets.



Safety Management
- Incident and accident reporting
- Accident Investigation
- Risk Assessment & Management
- Hazard Identification
- Measuring Safety Performance Indicators
- Employee Safety Reporting tool

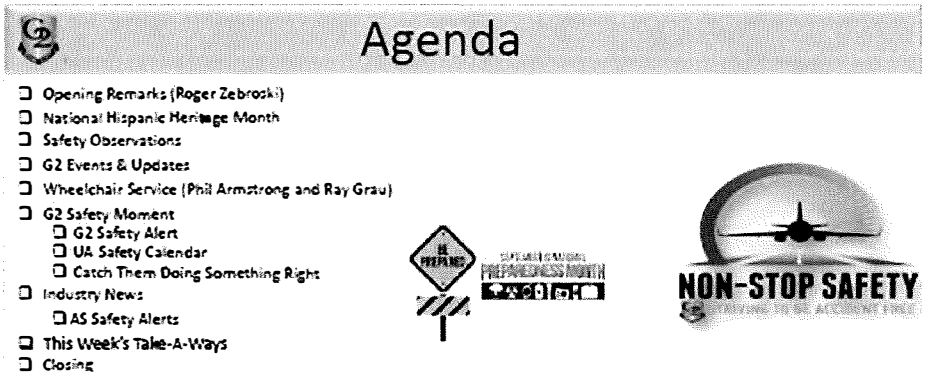


GSE Management
- Single dashboard for all GSE status at all stations in real time
- GSE serviceability tracking
- Workorder management for outsourced GSE service providers
- Maintenance Interval tracking based on dates and operating hours

System Dashboard
- Single dashboard for all systems status at all stations in real time
- Alerts panel to inform of key events
- Main menu to access all modules
- Cloud system, no installation or ongoing system maintenance

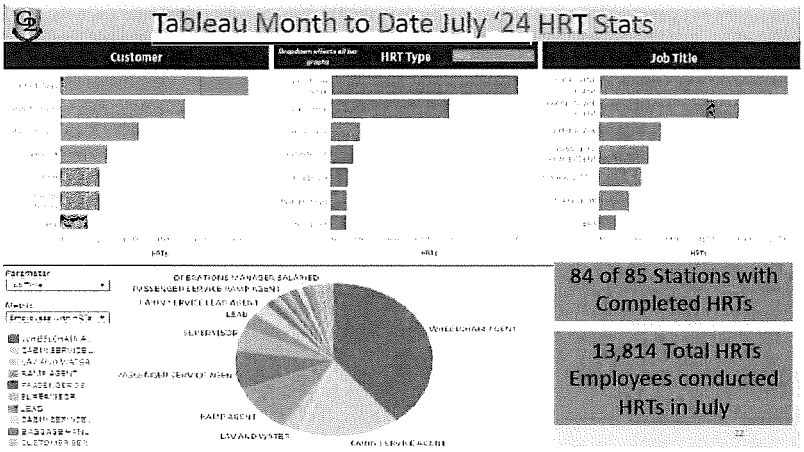
Quality Program Management
- Audit management
- Quality audit & inspection checklists
- Corrective Action Management & Tracking
- Measurement of quality Key Performance Indicators
- Audit calendar management
- Auditor scheduling & oversight

- **Weekly Safety Call** – G2's senior team, including the CEO, host weekly safety calls with field leaders to review safety metrics, G2 safety and security events reported through G2's BluKango system via G2's intranet, and industry events. The agenda also includes sharing airport and industry safety messages, meaningful safety reminders, employee injury performance, and hosting interactive discussions among participants. Below is an Agenda from a recent Weekly Safety Meeting.

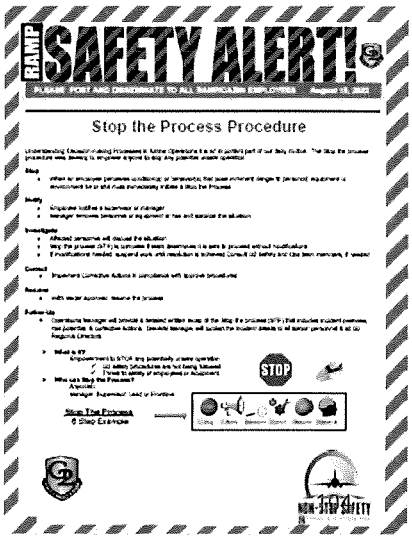


22. G2 Safe Working Conditions (cont'd.)

- **Equipment** – To ensure ground service equipment (GSE) is operational, each shift completes a pre-operational inspection using a checklist. If issues are identified during the inspection, the equipment is tagged out using G2's Out of Service tag and a repair order is submitted. At MIA, G2's LDB maintenance service partner handles the repairs. Wheelchairs are also inspected daily to ensure they are in safe operating condition.
- **High Repetition Training (HRTs)** – G2 implemented a unique training program that helps ensure employees follow SOP. These are mandatory "practice sessions" conducted during time between flights. HRTs have been developed for ramp departure and arrival, wheelchair service, aisle chair transfer and other areas of the operation. Progress is reviewed weekly during the Safety Call and is available to Leaders at all times in G2's Tableau dashboard.

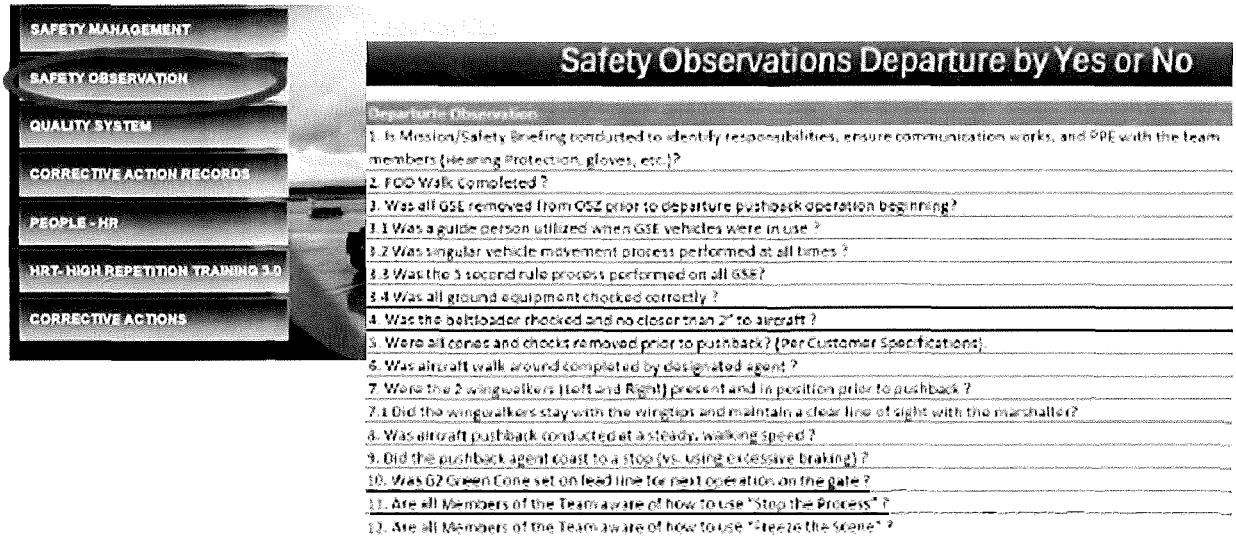


- **Stop the Process** – Leaders consistently communicate reminders to employees about G2's "Stop the Process" policy. Team members are encouraged and empowered to take charge and tell the team to STOP when they notice something being done incorrectly that could lead to an incident. There is never retaliation for these actions. In fact, in most cases, employees are recognized for their forward thinking.



22. G2 Safe Working Conditions (cont'd.)

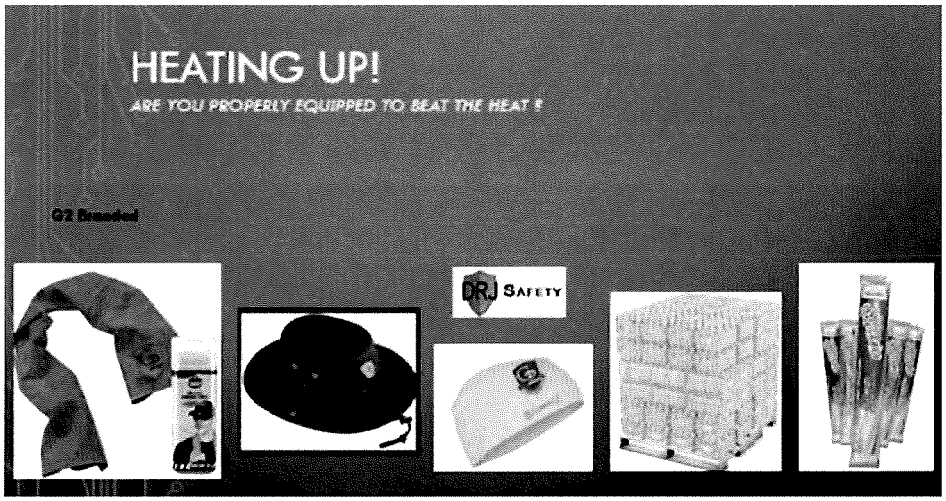
- **Safety Observations** – All leaders are required to perform daily safety observations using G2's app-based audit forms. These are short 10 question observation forms with Yes/No responses to help leaders identify areas of opportunity and take action. Different observations are available for aircraft tows, ramp departure, ramp arrival, and lav/water service. Progress and trends are reviewed daily by G2's senior leaders. When G2 corporate leaders visit field operations, joint observations are conducted



- **Anonymous Tip Line** – G2 provides employees with a Toll- free phone number to report any concerns anonymously. G2 Human Resources monitors the line and investigates all reports. The number is available on the G2 intranet and posted in every Breakroom and the posting contains a QR code to scan If employees prefer to report it online

22. G2 Safe Working Conditions (cont'd.)

- **PPE & Other Safety Gear** – G2 provides task-appropriate Personal Protective Equipment (PPE) to employees. This includes but is not limited to safety vests and hearing protection for anyone that steps on the ramp; face shields and elbow length gloves for lavatory service employees; seatbelts for driver safety; lighted wands for ramp operations at dusk and beyond; heat protection items during hot weather (freeze pops, cooling hats & towels); and cold weather gear for winter operations.



- **Driver Safety** - G2 focuses on driver safety on the ramp. Every employee that drives on the ramp must complete G2's driver safety training program in addition to any airport requirements. G2 also requires annual Motor Vehicle Reports for drivers.

23. G2 Wages

The minimum payrate effective October 1, 2024, is listed below.

Base Rate:	$17.45
Health Differential	$ 3.81
Total wage	**$21.26**

Annual increases to the total of the base wage and health differential will be implemented annually on October 1 and will be no less than 1.5% for any given year but may be a greater amount based on the criteria below.

•Base rate - The base rate will be adjusted annually to account for inflation. The increase rate will be based on the year over year percentage change in the Consumer Price Index for all Urban Consumers (CPI_U). annual increases of 1.5% based on year over year CPI index.

•Health differential – The health differential rate will also be adjusted annually based on the year over year percentage change in the Consumer Price Index for All Urban Consumers – Medical Care (CPI-U MC), Not Seasonally Adjusted, for the Miami-Fort Lauderdale-West Palm Beach areas.

•The annual increase to neither the base wage rate nor the health differential will not decrease in any year.

•Pay differentials of $1 will be applied to lead and driver positions.

24. G2's Full-time / Part-time Positions

G2 currently utilizes both full-time and part-time positions at MIA. The required hours for each position is based on several factors including client input and contractual funding, airline schedule, and bill of work. Currently, 42% of G2 employees at MIA are scheduled in full-time positions.

Regardless of FT or PT status, all G2 employees are eligible to participate in G2 health plans after successful completion of the 90-day probationary period.

RESTATED

Attachment B - Employment Conditions Questionnaire - G2 Secure Staff, LLC

Instructions: Only proposers who are seeking to demonstrate employee satisfaction by providing information regarding wages or employment conditions should fill out this Attachment B. Proposers who choose to demonstrate employee satisfaction through alternate methods are not required to fill out this form. Proposers utilizing this form shall provide information only as to those categories of information the proposer is choosing to proffer.

(a) Wages

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

*See attached Spreadsheet at the end of the document.

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

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

Does Proposer offer longevity bonuses? If so, how much? How many employees receive this bonus? No

(b) Health & Retirement Benefits

Does Proposer provide health insurance to employees? ☒ yes □ no

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

If yes, what is the monthly premium for single coverage? $47.25

What is the annual deductible? $0.00

What is the co-payment for a primary care visit? $0.00

How many employees receive health insurance? 20

What rate does Proposer pay for health insurance per employee? $9.37 Per Month

Does Proposer provide a retirement benefit to employees? ☒ yes □ no

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

How many employees receive this benefit? 51

Proposer's contribution, if any, to retirement program: 10% Company Match for the first 3% of contributions.

(c) Paid Leave

Does Proposer provide paid sick days? □ yes ☒ no

Sick days per year: N/A

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): N/A

Does Proposer provide paid vacation days? □ yes ☒ no

Vacation days per year: N/A

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): N/A

If Proposer provides one pool of leave time for both sick and vacation leave, (Paid Time Off – PTO), rather than separate pools, please indicate number of combined leave days: PTO - 1 Year =4 0 Hours 5 Years = 80 Hours 15 Years = 120 Hours

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): No accrual, annual allotment on anniversary

(d) Fringe Benefits

Does Proposer provide employees with a uniform allowance: □ yes ☒ no

Value of uniform allowance: $ N/A per N/A month/year/etc.

Is the uniform allowance provided to all employees? □ yes ☒ no If not, please explain: G2 provides company paid uniforms to all employees upon hire and replacement uniforms as needed.

Does Proposer provide any other economic benefits?:

- Paid parking ☒ yes □ no
- Flight benefits ☒ yes □ no
- Other, please explain below: $5,000 Company Paid Life Insurance Policy provided at no cost to all full-time employees.

(e) Breaks

Does Proposer provide employees a paid meal break? □ yes ☒ no

Does Proposer provide a break area for employees? ☒ yes □ no

(f) Health and Safety Protections

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

What is your firm's experience modification rate? 0.59

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

(g) Collective Bargaining Agreement & Labor Peace

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

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

Which employees does it cover? All non supervisor/management and non administrative employees

Link to the CBA if available on-line: Memorandum of Agreement dated 9/25/24 awaiting final copy.

(h) Anti-Retaliation

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

(i) Subcontractors' Compliance

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

G2 will amend each subcontractor's agreement to include (1) confirmation of ongoing compliance with wage, health and safety, anti-discrimination and all other workplace laws, and (2) their understanding that G2 will perform annual audits to verify compliance.

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

G2 MIA Wage Chart – Attachment B

Job Title	# of Employees	Starting Wage	Highest Wage	Median Wage	# of employees scheduled more than 30	% employed 30 hours or more	Scheduled pay increase(s) for FY 2024?	Starting Wage as of Oct 1, 2024	Will Proposer provide this increase every year of the GASP?	# employees with 1 plus years seniority
Administrative Assistant	2	$23.00	$26.00	$24.50	2	100%	$0.00	$26.00	Yes	1
Bag Drop Agent	4	$20.34	$20.34	$20.34	3	75%	$0.92	$21.26	Yes	3
Cabin Service Agent	16	$20.34	$20.34	$20.34	13	81%	$0.92	$21.26	Yes	11
Cabin Service Lead Agent	4	$21.34	$21.34	$21.34	3	75%	$0.92	$21.26	Yes	4
Door Guard	4	$20.34	$20.34	$20.34	2	50%	$0.92	$21.26	Yes	3
GSE Mechanic	2	$22.26 *	$33.61	$27.94	1	50%	$0.00	$33.61	Yes	2
Janitorial	3	$20.34	$20.34	$20.34	2	67%	$0.92	$21.26	Yes	3
Lead	3	$21.34	$21.34	$21.34	2	67%	$0.00	$22.26	Yes	3
Operations Agent	5	$20.34	$20.34	$20.34	0	0%	$0.53	$21.26	Yes	4
Passenger Service Agent	58	$20.34	$20.34	$20.34	8	14%	$3.64	$21.26	Yes	31
Passenger Service Agent Lead	1	$21.34	$21.34	$21.34	0	0%	$0.00	$22.26	Yes	1
PPS Supervisor	1	$24.34	$24.34	$24.34	0	0%	$0.00	$25.34	Yes	1
Queue Management	2	$21.34	$21.34	$21.34	2	100%	$0.92	$22.26	Yes	2
Ramp Agent	59	$20.34	$20.34	$20.34	21	36%	$2.53	$21.26	Yes	44
Ramp Lead	8	$20.34	$20.34	$20.34	1	13%	$2.19	$22.26	Yes	6
Ramp Supervisor	4	$24.34	$24.34	$24.34	0	0%	$0.00	$25.34	Yes	3
Supervisor	16	$24.34	$24.34	$24.34	8	50%	$0.00	$25.34	Yes	14
Trainer - Hourly	2	$24.34	$24.34	$24.34	0	0%	$0.00	$25.34	Yes	1
Wheelchair Agent	31	$20.34	$20.34	$20.34	26	84%	$0.92	$21.26	Yes	29

* Starting wage may be higher based on skill level.

ATTACHMENTS

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

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

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

Between the County:	**Miami-Dade County Florida**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the "County", which shall include its officials, successors, legal representatives, and assigns.
And the Permittee:	**Swissport USA, Inc.** Which term shall include its officers, partners, employees, successors, legal representatives and assigns.
Description of the Project:	The scope of services for these Permits will include, but may not necessarily be limited to, the following aeronautical services namely Ramp, Porter Assistance, Passenger Dispatching and Communications, Meteorological Navigation, Ticket Counter and Operations Space, Janitorial Delayed Baggage, and Security Services for Commercial Aircraft Operators and Airlines at Miami International Airport as more specifically described in these documents, as more specifically herein.
Preclusion:	The Permittee may not subcontract any services awarded under this Permit to any other Permittee awarded as a result of Solicitation RFQ ENV0000202.

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EXHIBIT B: Commercial Flight Operations and Passengers by Airlines for fiscal years 2019/20, 2020/21, and 2021/22
EXHIBIT C: Reported Gross Revenues of the existing Permittees for the period FYE – September 30, 2022
EXHIBIT D: Summary of Rates, Fees, and Charges for MIA (link)
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EXHIBIT I: Payment Security
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EXHIBIT K: Local Developing Business Participation Provisions
EXHIBIT L: Ground and Cargo Handling Operations Policies
EXHIBIT M: Common Carrier or Contracted Carrier Attestation Form

Remainder of page left intentionally blank.

DEFINITIONS AND RULES OF INTERPRETATION

DEFINITIONS

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

A. **AIRLINE USE AGREEMENT (AUA)** shall mean the Agreement between the County and the Signatory Airlines which was adopted in 2018 (revised in June 2023) and establishes the rights and privileges of a Signatory Airline operating at Miami International Airport, including the right for Airlines meeting certain conditions to provide ground handling services to other Airlines. See Exhibit L - Ground Handling Policy for additional details.

B. **AIRPORT or "MIA"** shall mean Miami International Airport

C. **COUNTY:** Miami-Dade County acting through the Department. The term County as used in this Agreement may also mean the Miami-Dade County Board of County Commissioners.

C. **DEPARTMENT**: Miami-Dade County Aviation Department, a department of Miami-Dade County Government, sometimes referred to as MDAD or the Aviation Department, represented by and acting through the Director or her or his Designee(s).

D. **EMPLOYMENT CONDITIONS:** terms under which employees provide their labor to a Contractor, and shall include, but not be limited to: wage rates, insurance, paid sick and vacation leave, retirement benefits, uniform and tool allowances, longevity bonuses, provision of break time, provision of break areas, provision of full time jobs rather than part time jobs, the existence of a labor peace agreement with any union seeking to represent that the Contractor's employees, health and safety protections, and the existence of a collective bargaining agreement, as described in Attachment B - Employment Conditions Questionnaire of Permittee's Proposal.

E. **PERMITTEE(S)** shall refer to the Proposer(s) under Solicitation Request For Qualifications (RFQ) EVN0000202 who enters into a Permit Agreement (Contract).

F. **PERMIT** shall mean a non-exclusive general aeronautical services agreement between the County and the Permittee, including all of its terms and conditions, special and supplemental conditions, associated addenda, attachments, exhibits, and amendments.

G. **LOCAL DEVELOPING BUSINESS** or **"LDB"** means: A business concern that is domiciled in the local area and that meets the revenue limitations, and that is owned and controlled by one or more individuals.

RULES OF INTERPRETATION

A. References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

B. Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

C. The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

D. The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.

E. The terms "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.

F. The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

Permit No.	

NONEXLUSIVE GENERAL AERONAUTICAL SERVICES PERMIT, MIAMI INTERNATIONAL AIRPORT, MIAMI, FLORIDA

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

ARTICLE 1
Term

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

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

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

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

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

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

1.05 RFQ Incorporated and Order of Precedence:

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

(B) If there is a conflict between or among the provisions of this Permit, the order of precedence is as follows: 1) Articles 1 through 18, 2) Appendix A – Scope of Services including Appendix A1, 3) Miami-Dade County's RFQ EVN0000202 and any associated addenda and attachments thereof, and 4) the Permittee's aforementioned Proposal.

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

ARTICLE 2
Rights, Privilege and Obligations

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

(A) The general use, in common with others, of nonexclusive and common use public Airport facilities and improvements, which are now or may hereafter be connected with or appurtenant to said Airport, (including airfield access) to be used by the Permittee in connection with the services it provides pursuant to this Permit. For the purpose of this Permit, "public Airport facilities" shall include, but not be limited to, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, the Terminal Building and other public facilities appurtenant to said Airport, not specifically leased to, under the contractual control of, or used by others or restricted from use or in types of use by signs, regulations or operational directives of the Department.

(B) The right of ingress to and egress from such nonexclusive or common use public Airport facilities and improvements over and across public roadways serving the Airport and non-leased areas on the Airport by the Permittee.

(C) Capital Improvement Program : During the term of this Permit, Permittee acknowledges that the County will be undertaking a Capital Improvement Program (CIP) that might include airline relocations, changes in access to the Terminal Building and concourses, construction of new concession spaces, construction of a new parking garage and other improvements that may affect permit operations in the Terminal Building. The CIP may or may not affect the operation of the Permit, and MDAD will make reasonable efforts to minimize the inconvenience and business interruption that will result from such construction programs. **NEITHER MDAD NOR THE COUNTY ASSUMES ANY RESPONSIBILITY OR LIABILITY FOR ANY RESULTING INCONVENIENCE AND BUSINESS INTERRUPTION AND PERMITEE SHALL HAVE NO CLAIM UNDER ANY CIRCUMSTANCES AGAINST THE COUNTY FOR INCONVENIENCE, INTERRUPTION TO OR LOSS OF BUSINESS, OR IMPOSSIBILITY OF BUSINESS OPERATIONS THAT RESULT FROM SUCH PROGRAMS.**

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

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

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

ARTICLE 3
Payments and Reports

3.01 Not Used

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

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

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

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

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

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

(a) The term "Gross Revenues" is intended to be all-encompassing and is intended to apply to the fullest extent of the money or consideration charged by or received by the Permittee for its activities under this Permit or as facilitated by this Permit, and includes, but specifically is not limited to:

I. Fees and charges imposed by Permittee upon its customers;

II. Opportunity or percentage fees collected by the Permittee from its customers, including any "pass-through" charges to a customer by which the Permittee recovers from the customer the 7% Opportunity Fee, or any portion thereof, payable by the Permittee to MDAD under Section C.1 above;

III. Any money or consideration charged to a customer or received by the Permittee from a customer, whether on a cash or credit basis and whether such money or other consideration is actually paid to or is unpaid to the Permittee, with the Permittee being required to pay MDAD the 7% Opportunity Fee on any uncollected charges to Permittee's customers; and

(b) If the Permittee does not charge a customer a cash amount or an amount of stated consideration if other than cash, or if MDAD determines that the

amount or consideration charged by a Permittee does not reflect the reasonable value of the services provided by the Permittee, MDAD shall have the right to impute a value for Permittee's services under this Permit and recover from the Permittee 7% of such imputed value.

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

A. Increase of County Share of Gross Revenues

The County is willing, as the proprietor of the Airport, and as a commercial matter, to trade better customer service for a lower share of Permittee's gross revenues. The County believes that potential passengers and tenants make choices as to which airports to utilize based in part on the customer service they are provided at the Airport, including by Permittees, and that customer service is enhanced by better employment and safety conditions for Permittees employees. Better customer service leads to more customers and therefore greater revenues for the County. In the event, following the effective date of this permit, that the Permittee materially diminishes or alters the employment conditions proffered in its Proposal, or materially alters the composition or status of any safety committee proffered in its Proposal, the County shall thus be entitled to a greater share of 12% of Gross Revenues for the period of such time such material change from the Proposal is in effect, which Permittee expressly agrees the County is entitled to as a result of the diminution or risk of diminution of customer service at the Airport. Where employment conditions are changed pursuant to the enactment or revision of a collective bargaining agreement, the County shall not be entitled to an increased share of gross revenues. Nothing in this section requires or shall be deemed to require the Permittee to offer employee benefits, employment conditions, or a safety committee in excess of the minimums provided in state or federal law. The employee benefits, employment conditions offered by Permittee, and the safety committee, if any, provided by permittee shall be with the sole discretion and control of the Permittee at all times. Notwithstanding and controlling over anything else herein to the contrary, the parties agree that this Section 3.06 is material to and pertains to the essence of this Permit and the County's decision to award Permittee this permit, and thus is not severable; accordingly, the parties further expressly agree that in the event that this Section 3.06 is deemed, in whole or in part, to be legally invalid or unenforceable, that this Permit shall be void and of no further force and effect.

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

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

In Person: Miami-Dade Aviation Department
Finance Division
4200 N.W. 36th Street

Building 5A, Suite 300

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

By Mail:	Miami-Dade Aviation Department Finance Division P.O. Box 526624 Miami, FL 33152-6624
By Express Mail:	Miami-Dade Aviation Department Finance Division 4200 N.W. 36th Street Building 5A, Suite 300 Miami, Florida 33122
By Wire Transfer:	In accordance with Wire Transfer instructions provided by MDAD's Finance Division, 305-876-7711.
By Credit Card:	Miami-Dade Aviation Department Finance Division- Cashier's Office 305-876-0652

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

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

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

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

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

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

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

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

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

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

(1) If this contract is completely or partially terminated, the Permittee shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Permittee shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

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

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

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

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

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

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

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

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

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

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

ARTICLE 4
Standards of Operation

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

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

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

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

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

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

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

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

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

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

a. Spill Prevention Control and Countermeasure Plan (SPCC)

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

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

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

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

a) International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO) designation and;

b) Federal Aviation Administration (FAA) Aircraft Dispatcher certifications for all employees performing meteorological, navigation and dispatching services and;

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

4.10 Baggage Handling Policy: Permittee shall comply with any baggage handling policy issued by the Miami-Dade County Aviation Department, as same may be amended from time to time during the term of this Permit. This policy may include limitations on the size and weight of baggage which may be inducted into baggage systems at Miami International Airport, as well as limitations on the storing of baggage on the ramp, or other limitations or requirements determined by MDAD to be required or best practices to ensure the safe and efficient operations of the terminal, concourse, ramp, and baggage handling system, in the reasonable discretion of MDAD. Permittee acknowledges that any failure to comply with any baggage handling policy impacts Miami International Airport by impairing the baggage handling systems, diverting manpower to address baggage handling systems issues, causing properly baggage to be lost or delayed, disrupting operations in the terminal, ramp, and concourses, and potentially causing airline delays. The impact of these failures creates direct costs for MDAD but also indirect costs such as loss of customer goodwill and reputational damage, which Permittee acknowledges are difficult or impossible to quantify. Accordingly, to the compensate MDAD for such impacts, the Permittee shall pay MDAD a liquidated damage in the amount of $25.00 per bag for each instance that the Permittee fails to comply with any baggage handling policy, with each bag constitution a separate violation. Additionally, in the event the Permittee is not in compliance with the provisions of any baggage handling policy, the Permittee may be placed in default, with the first such occurrence considered a curable default, pursuant to Article 11.05 hereof, and subsequent occurrence(s) considered noncurable defaults, pursuant to Article 11.06.

ARTICLE 5
Personnel

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

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

5.03 Restricted Area Access – Identification: The Permittee shall be responsible for requesting MDAD to issue identification badges to all employees and other personnel under the Permittee's control who require access to restricted areas on the Airport as a part of their regularly assigned duties, including the AOA, access to the Terminal Building through certain AOA doors, Customs controlled areas and certain areas of the Terminal Building designated by signs and/or regulations as off-limits to employees. The Permittee shall be responsible for the return of the identification badges of all personnel transferred or terminated from the employ of the Permittee or Airport assignment and upon termination of this Permit. The Permittee shall promptly report to MDAD the names of all persons who were employed by the Permittee from whom they were unable to obtain the return of MDAD-issued identification badges. In the event that an

identification badge is not returned because of failure by the Permittee, the Permittee shall pay, from its own funds, MDAD's established charge for lost or stolen identification badges. MDAD shall have the right to require the Permittee to conduct background investigations and to furnish certain data on such employees before the issuance of such identification badges, which shall include the fingerprinting of employee applicants for a fingerprint based Criminal History Check (CHRC) for such badges. The Department shall have the right to deny the issuance of identification badges to persons not successfully passing the federally mandated CHRC.

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

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

A. **Warning Notice:** This document contains sensitive security information that is controlled under the provisions of 49 CFR PART 1520. No part of this document may be released without the written permission of the Under Secretary of Transportation for Security, Transportation Security Administration, 400 7th Street, S.W., Washington, DC 20590 or the Federal Security Director at Miami International Airport. The unauthorized release of this document may result in civil penalty or other action. For United States government agencies, the public availability of this document is to be determined under 5 U.S.C. § 552.

B. In accordance with Florida Statutes § 119.07(3)(ee), "Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, … or other structure owned and operated by an agency as defined in s. 119.011 are exempt …" from public records to ensure the safety of government infrastructures and to ensure public safety. The Permittee represents it has completed and notarized a Confidentiality Affidavit, included in the Affidavit section of this Agreement, which certifies the Permittee and each employee agree, in accordance with Florida Statutes § 119.07(3)(ee), to maintain the exempt status of this information. Information made exempt by this paragraph may be disclosed to a licensed architect, engineer, or Permittee who is performing work on or related to the Airport. The entities or persons receiving such information shall maintain the exempt status of the information.

C. In addition to the above requirements in this sub-article, the Permittee agrees to abide by all federal, state, and County procedures, by which the documents are handled, copied, and distributed which may include but is not limited to:

1. Each employee of the Permittee and its Sub-contractor(s) that will be involved in the project shall sign an agreement stating that they will not copy, duplicate, or distribute the documentation unless authorized by MDAD.
2. The Permittee and its Sub-contractor(s) agree in writing that the Documentation is to be kept and maintained in a secure location.
3. The Documentation shall be numbered and the whereabouts of all Documentation shall be tracked at all times.
4. A log is developed to track the Documentation including logging in the date, time, and name of the individual(s) that work on or view the Documentation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6
Damage to Airport Facilities

Permittee shall promptly repair any damage to any Airport facilities caused by the Permittee, its employees, agents, contractors, or subcontractors. If Permittee fails to do so within the time prescribed by the County in its notice to Permittee (and such notice may be in writing by email or otherwise, or orally by telephone or personal meeting), the County shall be entitled to make such repairs. In such event, the Permittee shall pay to the County, within ten (10) calendar days

of billing by the Department, the costs, plus 25% for administrative costs, of repairing any damage to any Airport facilities, which shall include, without limitation, buildings, fences, paving, unclean or unkept areas used by the Permittee and removal of accumulated trash on the Airport, which the Department has reasonable proof giving it cause to believe that such was caused by the actions, inactions or neglect of the Permittee, its employees, agents or authorized subcontractors.

ARTICLE 7
Assignment and Subcontractors

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

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

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

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

ARTICLE 8
Local Developing Business (LDB) Participation

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

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

8.02 Obligation of the LDB Subcontractor: The Permittee's LDB Subcontractor shall maintain its LDB status during the term of this Permit by the annual renewal of its LDB certification and

ground/passenger service trade category by the Miami-Dade Internal Services Department Small Business Development Division.

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

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

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

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

ARTICLE 9
Indemnification

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

ARTICLE 10
Insurance

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

(a) Commercial General Liability Insurance: On a comprehensive basis,

including Contractual Liability, products, and completed operations in an amount not less than $10,000,000.00 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be included as an Additional Insured with respect to this coverage.

(b) Automobile Liability Insurance: Automobile Liability Insurance, covering all owned, non-

(c) owned, and hired vehicles used by the Permittee in connection with its operations under this Permit in an amount not less than:

1. $5,000,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Permittee on the Air Operations Area ("AOA") of the Airport.

2. $300,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Permittee off of the AOA.

10.02 Quality of Insurance Company: The insurance coverages required herein shall include those classifications as listed in the Standard Liability Insurance Manuals that most nearly reflect the operations of the Permittee under this Permit. All insurance policies required herein shall be issued by companies authorized to do business under the Laws of the State of Florida. The companies must be rated no less than "A-" as to Management, and no less than "VII" as to strength (Financial Security) in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent as approved by MDAD's Risk Management Division.

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

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

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

10.06 Right to Examine: The Department reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to: binders,

amendments, exclusions, riders and applications) to determine the true extent of coverage. The Permittee agrees to permit such inspection at the offices of the Department.

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

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

ARTICLE 11
Termination by County

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

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

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

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

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

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

(A) Nonperformance of any other covenants of this Permit, especially the Permittee's obligation to provide safe and efficient Required Services under Appendix A – Scope of Services, other than the covenants to pay the Percentage Fee, and fees and

charges when due and the covenants to provide required evidence of insurance coverage, payment security and bond.

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

(C) Criminal Conviction Disclosure: As a condition of receiving a County contract, the Permittee was required to disclose certain information consistent with County Ordinance No. 94-34. As such, following contract award, if a principal of the contracting entity is convicted of a felony, the County may terminate the contract.

(D) The County may terminate or suspend the operation of this Permit if the Permittee fails to (i) obtain the International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO) designation within twelve (12) months after the Effective Date, (ii) fails to maintain and revalidate the ISAGO designation every two (2) years as required by IATA, or (iii) fails to obtain the ISAGO designation within six (6) months of the Effective Date if Permittee has an ISAGO designation at any other airport but not at MIA. Notwithstanding the foregoing, the Department may extend the foregoing deadline dates for good cause shown.

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

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

ARTICLE 12
Termination by Permittee or County

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

(A) The permanent abandonment by the County of the Airport.

(B) The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport or any substantial part or parts thereof, in such manner as to substantially restrict the Permittee from providing the services required hereunder, for a period in excess of ninety (90) consecutive days; provided, however, that nothing continued herein shall be deemed to constitute a waiver by the Permittee of any claim it may have against the United States to just compensation in the even of any such assumption.

(C) The issuance by any court of competent jurisdiction of any injunction in any way substantially preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period in excess of ninety (90) calendar days.

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

ARTICLE 13
Nondiscrimination and Affirmative Action Programs

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

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

ARTICLE 14
Rules, Regulations and Permits

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

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

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

ARTICLE 15
Civil Actions

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

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

(A) Upon the County: by Certified Mail, Return Receipt Requested, sent to (i) the party indicated in Article 18.06 on behalf of the County and (ii) with a copy to the County Attorney, Miami-Dade County Aviation Division, P.O. Box 592075, Miami, FL 33159.

(B) Upon the Permittee: by personal service or by Certified Mail, Return Receipt Requested, upon the party indicated in Article 18.06 on behalf of the Permittee, with a copy to whatever attorney the Permittee has designated in writing, if any.

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

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

ARTICLE 16
Actions at Termination

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

ARTICLE 17
Trust Agreement

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

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

17.02 Adjustment of Terms and Conditions: If at any time during the term of this Permit, a court of competent jurisdiction shall determine that any of the terms and conditions of this permit, including the fees and charges required to be paid hereunder to the County by the Permittee or by others under other agreements of the County for the use of Airport facilities used for similar purposes, are unjustly discriminatory, the County shall have the right to modify such terms and conditions and to increase or otherwise adjust the fees and charges required to be paid under this permit in such a manner as the County shall determine is necessary and reasonable so that the terms and conditions and the fees and charges payable by the Permittee and others shall not thereafter be unjustly discriminatory to any user of like facilities and shall not result in any violation of the Trust Agreement and/or Bond Resolution or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement and/or Bond Resolution. In the event the County has modified the terms and conditions of this Permit, including any adjustment of the fees and charges, required to be paid to the County, pursuant to this provision, the terms and conditions, including the adjustment of the fees and charges, upon the issuance of written notice from the Department to the Permittee.

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

ARTICLE 18
Other Provisions

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

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

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

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

18.05 Federal Subordination: This Permit shall be subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. The Permittee specifically acknowledges that the provisions of Sections 22 and 23 of Part V of the Federal Aviation Administration's standard grant assurances are applicable to the terms of this Permit. All provisions of this Permit shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of this Permit inconsistent with the provisions of such lease to the United State of America shall be suspended.

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

1) To the County:

to the Project Manager

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

2) To the Permittee, care of the General Manager, and to:
Rick Ramos, Station Manager
2460 NW 66 Ave, Suite 207
Miami, FL 33122

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

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

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

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

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

18.11 No Waiver: There shall be no waiver of the right of the County to demand strict performance of any of the provisions, terms and covenants of this Permit nor shall there be any waiver of any breach, default or non-performance hereof by the Permittee unless such waiver is explicitly made in writing by the Department. Any previous waiver or course of dealing shall not affect the right the County to demand strict performance of the provisions, terms and covenants of this Permit with respect to any subsequent event or occurrence or of any subsequent breach, default or non-performance hereof by the Permittee.

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

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

18.14 Inspections: The authorized employees and representatives of the County and of any applicable Federal or State agency having jurisdiction hereof shall have the right of access to any premises, on or off the Airport, which the Permittee may occupy for use as administrative offices

for the provision of services hereunder, at all reasonable times for the purposes of inspection to determine compliance with the provisions of this Permit. The right of inspection shall impose no duty on the County to inspect and shall impart no liability upon the County should it not make any such inspections.

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

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

18.17 Employment Eligibility Verification (E-VERIFY): By entering into this Contract, the Permittee and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Permittee affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Permittee; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: (http://www.uscis.gov/e-verify)

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

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

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

18.18 First Source Hiring Referral Program ("FSHRP"): Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Permittee, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the

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

18.19 Public Records and Contracts for Services Performed on behalf of Miami-Dade County: The Permittee shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119,Florida Statutes., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Permittee upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms of the agreement.

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

18.20 Whistleblower Protection: Permittee or its subcontractors, authorized to perform services on the Airport shall not take any Retaliatory Personnel Action against any employee or take any Retaliatory Action that affects the rights or interests of an employee in retaliation for making a complaint to any governmental entity, cooperating with an audit or investigation, participating in any administrative or judicial proceedings related to a GASP holders compliance or lack thereof with the GASP Permit or any County policy, including those set forth in Section 25 of the Miami-Dade Code, or for participating in the activities or establishment of a workplace safety committee. A finding of Retaliatory Personnel Action by a GASP holder or its subcontractor

may result in termination of the GASP Permit under Article 11 of the GASP. Retaliatory personnel action shall mean the discharge, suspension, or demotion by an employer of an employee or any other adverse employment action taken by an employer, his or her agent, or any other person against an employee in the terms and conditions of employment.

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

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

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

18.22 Supplier/Vendor Registration/Conflict of Interest:

a) Supplier/Vendor Registration
The Permittee shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the Permittee's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Permittee's

"County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

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

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

b) Conflict of Interest and Code of Ethics
Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

18.23 County User Access Program (UAP)

Not applicable.

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

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

This compliance includes Contractor providing an attestation that it is not willfully providing, nor will it willfully provide, any service during the Contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. This attention by the

Contractor shall be in the form attached to this Contract as **Exhibit M - Common Carrier or Contracted Carrier Attestation Form** and must be executed by Contractor and provided County when entering, amending, or renewing this Contract. **This Contract shall not be effective unless and until Contractor executes and provides such attestation.**

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

18.25 Cybersecurity and Information Technology Procurement and Protection Program

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

(a) the required Cybersecurity Product is not produced in the United States, or if such required Cybersecurity Product is produced in the United States and it is not of a satisfactory quality to meet the needs of Miami-Dade County;

(b) upon a written recommendation of the County Mayor and approved by a majority vote of the Board of County Commission members present, compliance with the procurement and contracting requirements of Sec. 2-8.2.6.2 of the Code of Miami-Dade County, is not consistent with the best interests of the public; or,

(c) the Cybersecurity Product is purchased from a company or subsidiary that is not on the list of prohibited telecommunications companies in the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Public Law 115-232, as that list may be amended from time.

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

18.26 Federal, State, and Local Compliance Requirements:

As applicable, Permittee shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which

may pertain to the Services required under this Agreement, including, but not limited to:

a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and, implementing regulations at 41 C.F.R. Part 60.

b) Miami-Dade County Small Business Enterprises Development Participation Provisions.

c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.

d) The Davis-Bacon Act, as amended(40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).

e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).

f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".

g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".

h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".

i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).

k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).

l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".

m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".

n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".

o) Any other laws prohibiting wage rate discrimination based on sex.

p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".

q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

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

The Permittee shall hold all licenses and/or certifications, obtain and pay for all permits and/or

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

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

18.27 Federal Aviation Administration (FAA) Provisions

Compliance with Nondiscrimination Requirements:

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

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

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Attachment B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions.

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

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    i. Withholding payments to the Contractor under the Agreement until the contractor complies; and/or

    ii. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contact Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a Subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

    i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

    ii. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

    iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

    iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

    v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

    vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);

viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

ix. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);

x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor/Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor/Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

- All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of

the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

18.28 Force Majeure:

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

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

18.29 U.S. Soccer Federation 2026 World Cup

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

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

18.30 Human Trafficking

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

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

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

18.31 Survival

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

Remainder of page left intentionally blank.

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

BOARD OF COUNTY COMMISSIONERS
OF MIAMI DADE COUNTY, FLORIDA

By:_____
Mayor

Attest: Clerk

By:_____
Juan Fernandez-Barquin
Clerk of the Court and Comptroller

(COUNTY SEAL)

PERMITTEE (If Individual or Partnership):

Name:_____

By:_____
Signature

_____
Print Name

Title:_____

WITNESSES TO ABOVE SIGNATURE:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

PERMITTEE (If Corporation):

Name: SWISSPORT USA, INC.

By:_____
President

NELSON CAMACHO
Print Name

Attest:_____
Corporate Secretary

MARTIN ESTEVAO
Print Name

(CORPORATE SEAL)

Approved as to form and legal sufficiency

_____
Assistant County Attorney

G.S. § 10B-41 NOTARIAL CERTIFICATE FOR ACKNOWLEDGMENT

Wake County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Nelson Camacho & Martin Estevao.

Name(s) of principal(s)

Date: 10/22/2024

(Official Seal)

DIAMOND BURLEY
My Commission Expires
NOTARY
PUBLIC
04-03-29
WAKE COUNTY, NC

Official Signature of Notary

Diamond Burley, Notary Public

Notary's printed or typed name

My commission expires: 04/03/2029

OPTIONAL

This certificate is attached to a _____ signed by _____

Title/Type of Document *Name of Principal Signer(s)*

on _____, and includes _____ pages.

Date *# of pages*

APPENDIX A
SCOPE OF SERVICES

2. GENERAL

Permittee shall provide a full range of general aeronautical services to commercial aircraft operators and airlines operating at Miami International Airport (MIA) through contractual arrangements between the Permittee and the aircraft operators and air carriers.

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

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

(A) Permittee in the process of obtaining the ISAGO designation shall provide a letter from IATA to evidence that it is currently undergoing the ISAGO designation audit process, specifying the stage of the audit process for the referenced designation. The Permittee must obtain the ISAGO designation for MIA within twelve (12) months of award. Failure to obtain the ISAGO designation within the twelve-month period shall entitle MDAD in its sole discretion to (i) revoke the Permit, (ii) suspend the Permit until the designation is obtained, or (iii) extend the twelve-month period for good cause shown.

(B) Permittee that currently possess the ISAGO designation in another airport, but not at MIA, must obtain the ISAGO designation at MIA within six (6) months of award. Failure to obtain the ISAGO designation for MIA within the six-month period shall entitle MDAD in its sole discretion to (i) revoke the Permit, (ii) suspend the Permit until the designation is obtained, or (iii) extend the six-month period for good cause shown.

2.2 SCOPE OF SERVICES

2.2.1 The scope of services is as follows:

(A) Required Services: The Permittee shall have the nonexclusive right to provide and the obligation to offer to provide, under separate written contract(s) with commercial aircraft operators and airlines, the following aeronautical support services, subject to the limitations and conditions contained herein, at any location on the Airport.

1. Ticket Counter and Operations Services - Providing for the handling of passengers at the ticket counters, including the furnishing of linguists as required for the assistance of passengers, the sale and verification of tickets, weighing of baggage, and the operation of an information, communications, and operations office for the air carriers with whom the Permittee has contracted to supply such services. Any servicing of air carriers on the ticket counters and the use of baggage makeup units will require that the Permittee utilize the Department's Common Use Terminal Equipment (CUTE) Contract L-10047 and abide by the Department's Ticket Counter Allocation Policy (Exhibit 1).

The Department will enter into a separate agreement with the Permittee, at prevailing multi-user rates, when such ticket counter space is made available by the Department and leased to the Permittee. The Permittee must use the Department's Local Departure Control System (LDCS) when servicing air carriers on ticket counter space made available by the Department and leased to the Permittee.

2. Passenger Services – Preparing baggage and cargo clearance documents, arranging in-flight meals with persons or companies authorized by the Department to provide such meals, and providing assistance to disabled passengers. Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding individuals with disabilities including but not limited to applicable requirements of the Americans with Disabilities Act (ADA) and the Air Carriers Act.

3. Ramp Services - Towing of aircraft, positioning of aircraft, the safe and efficient loading and unloading of passenger, use of passengers loading bridges (PLBs), cargo, baggage, and mail to and from aircraft at the terminal building area or at hardstand positions (unless otherwise specifically authorized in the Permit), cleaning of aircraft (including cabin services stocking and restocking), delivery of cargo, baggage, and mail to and from aircraft as well as to other locations on the Airport authorized by the Department, providing aircraft utility services such as air start and cabin air, as well as the guiding of aircraft into and out of Airport loading and unloading positions. Permittee must have its own General Service Equipment (GSE), (pay movers, baggage tugs, stair truck, tow bars, carts, dollies, belt loader, cargo loaders, etc.), for the schedules and number of aircraft that they are contracted to handle. The Permittee must provide new or like new wheelchairs.

4. Porter Assistance Services - Handling and transportation, through the use of porters or other means, of baggage and other articles of passengers of contracting airlines or aircraft operators, upon request of the passengers, in the public access areas of the Airport terminal building, concourses, gates and the MIA Rental Car Center. Wheelchairs, including wide and aisle wheelchairs, must be available upon request. It is the preference of the County that wheelchair have docking station/corralling space saving and storage capabilities (refer to Exhibit 2). Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding people with disabilities, including but limited to applicable requirements of the ADA and the Air Carriers Act.

5. Dispatching and Communications Services – Each Permittee must be able to provide its own ground-to-aircraft radio communication services, issuing flight clearances, sending and receiving standard arrival, departure, and flight plan messages with appropriate distribution of received messages, as well as the calculation of fuel loads and take-off/landing weights and weight and balance for aircraft.

6. Meteorological Navigation Services - Providing weather information based on the analysis and interpretation of the latest charts, providing prognostic weather charts, and providing information for en-route aerial navigation as specified in Aircraft Dispatcher FAA Requirements, 14 CFR Part 65.

(B) Support Services: The Permittee shall have the nonexclusive right to provide and the option of offering, under separate written contract(s) with commercial aircraft operators and airlines, the following support services subject to the limitations and conditions contained herein:

1. Providing personnel, equipment, and materials to clean the exclusively leased facilities of air carriers with whom the Permittee has contracted to provide the aeronautical services authorized herein. Cleaning services include, but are not limited to, floors, walls, window, furniture, fixtures and disposal of waste. All waste disposal receptacles shall be of a type and located in areas approved of in writing by the Department prior to installation.

2. Providing delayed baggage services for air carriers and aircraft operators, subject to the operating rules and regulations of the Department for such service providers.

3. Providing security services to include, but not limited to, positive bag check in the baggage claim areas.

4. Providing non-ramp cargo services to include cargo acceptance, cargo documentation of airway bills, cargo freighter ramp handling. Note: In-warehouse cargo handling operations require a separate permit and are not allowed under the services offered hereunder. This prohibition does not apply to services for passenger aircraft at hardstand positions assigned by MDAD's Airside Division.

(C) Personnel

1. General Manager: The Permittee shall hire and assign a full-time General Manager to be present in the Airport during normal working hours of 8AM to 5PM and such other managers and supervisors as may be required. The General Manager shall be qualified and experienced in the management and control of the services required to be performed hereunder. The General Manager shall be delegated sufficient authority to insure proper performance by the Permittee, in accordance with the terms and conditions of this Permit and to accept service of all notices provided for herein.

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

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

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

2.2.2 FAA Aircraft Dispatcher Certifications:

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

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

2.3 PAYMENTS TO THE COUNTY

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

2.4 EMPLOYEE SATISFACTION

The County desires that employees of the Permittee are aligned with the Airport's mission of providing best in class customer service to its passengers and tenants. The County believes that satisfied and motivated employees provide a better class of service than employees who are dissatisfied with their employment. Accordingly, the County desires that the Permittee will undertake concrete actions to generate a highly motivated, satisfied work force. The County acknowledges that the Permittee may use multiple individual methods to generate motivated, satisfied employees, and nothing in the RFQ required that the Permittee utilize or proffer any particular method. However, as employee satisfaction is a material basis of this procurement, the County expects the Permittee to, at a minimum, maintain the methods proffered as part of its Proposal for the term of the permit. See attached Appendix A1 – Employee Satisfaction incorporated as an attachment to this Contract.

To the extent that a Permittee voluntarily proffered to provide employment conditions beyond the statutory minimums as part of its demonstration of employee satisfaction, those proffered conditions shall be incorporated into this Permit, as such proffer is a material and voluntary inducement to the County entering into such Contract. See attached Appendix A1 – Employee Satisfaction incorporated as an attachment to this Contract. After award of the Permit, in the event Permittee materially reduces or diminishes the employment conditions from those described in its Proposal, the County's share of Permittees' Gross Revenues shall be increased from 7% to 12% of the Gross Revenues earned during the period that such reduction or diminishment is effective, except where employment conditions are changed pursuant to the enactment or revision of a collective bargaining agreement. Nothing in this section requires the Permittee to offer employee benefits in excess of the minimums provided in state or federal law.

Nothing in any Permit issued to the Permittee shall mandate the provision of employee benefits in excess of state or federal law. After award, the Permittee's determination to provide the benefits proffered in its Proposal in exchange for the County claiming 7% of its gross revenues, or providing lesser benefits in exchange for the County claiming 12% of its gross revenues shall be at the Permittee's sole discretion and commercial judgment.

To the extent that a Permittee voluntarily proffered wages as part of its demonstration of employee satisfaction, the Permittee shall abide by and remain compliant with those wages submitted as part of its Proposal for the term of the permit and ensure that its subcontractor(s) abide by and remain compliant with its proffered wages for the term of the permit. See attached Appendix A1 – Employee Satisfaction incorporated as an attachment to this Contract.

2.5 TRANSITION PERIOD

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

2.5.1 Right of First Refusal of Employment

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

2.5.2 Worker Retention

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

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

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

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

2.6 REQUIRED TRAINING

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

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

A. Trainings must satisfy the following criteria:

1. Provided by an MDAD-Approved Safety Training Provider at no expense to the employee.
2. A course that is effective and interactive. The terms "effective and interactive" shall mean:
   a. A combination of in-person classroom instruction and,
   b. Delivery in a setting removed from the employee's daily duties

3. Use of audio, video or computer technology to complement and support classroom instruction and to supplement training.
4. Composed of both didactic and practical applications, including hands-on, experiential learning that allow employees to practice skills learned such as providing assistance to passengers with disabilities, lifting heavy objects.
5. Completed in manageable increments that support learning (A summative assessment component is recommended followed by evaluation surveys of the instructors or learning program).
6. Conducted in a manner that fosters a full understanding of the content and intent of the curriculum.
7. Provided training materials for employees shall be appropriate in content and vocabulary to the language, educational level and literacy level of the employees receiving the training.
8. Trainings must be reviewed and approved by the Joint Labor Management Workplace Safety Committee (See Section 2.7.D herein).

B. Requirements for Safety Training Providers

- Permittee should identify trained personnel or training providers with the following qualifications (qualifications may be satisfied by utilizing more than one provider or instructor):

  1. At least 3 years of demonstrated experience in providing experiential health and safety training for service workers.
  2. At least 5 years of demonstrated experience in providing adult workplace educational instruction, which includes:
  3. Cultural competence and fluency in the language or languages that the relevant employees understand.
  4. Certified Industrial Hygienist (CIH) or Certified Safety Professional (CSP).

- In order to be approved by MDAD, the Permittee shall submit a copy of the proposed curriculum(la) to MDAD. The curriculum(la) shall be in a form prescribed by MDAD and shall include, but not be limited to:

  1. A chronological listing of topics, including the date, time and number of hours allotted to each topic; and
  2. The names of the safety training instructor(s) and the type of instructor certification(s) held, and provide MDAD with resumes demonstrating the Permittee's supervisory personnel meets the Occupational Safety and Health Administration (OSHA) "Requirements for Safety Training Providers".
  3. Indicate which instructors are instructing which modules.

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

- Permittee shall submit the following information as proof of compliance to MDAD on the fifteenth (15th) day of every third calendar month:

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

2.7 JOINT LABOR MANAGEMENT WORKPLACE SAFETY COMMITTEE

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

2.7.1 Expectations of Established Committee

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

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

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

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

(a) Raise health and safety concerns, hazards, complaints and violations to the employer to which the employer must respond.

(b) Review any policy put in place in the workplace required by any provision of this chapter or any provision of the workers' compensation law and provide feedback to such policy in a manner consistent with any provision of law.

(c) Review the adoption of any policy in the workplace in response to any health or safety law, ordinance, rule, regulation, executive order, or other related directive.

(d) Participate in any site visit by any governmental entity responsible for enforcing safety and health standards in a manner consistent with any provision of law.

(e) Review any report filed by the employer related to the health and safety of the workplace in a manner consistent with any provision of law.

(f) Regularly schedule a meeting during work hours at least once a quarter. Employers should permit safety committee designees to attend a training, without suffering a loss of pay, on the function of worker safety committees, rights established under this section, and an introduction to occupational safety and health.

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

Permittees are not required to have a safety committee that complies with this Section, and may proffer alternate safety forums for consideration by MDAD.

2.7.2 Changes in Established Committee

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

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

2.8. INCREASE OF COUNTY SHARE OF GROSS REVENUES

The County is willing, as the proprietor of the Airport, and as a commercial matter, to trade better customer service for a lower share of Permittee's gross revenues. The County believes that potential passengers and tenants make choices as to which airports to utilize based in part on the

customer service they are provided at the Airport, including by Permittees. Better customer service leads to more customers and therefore greater revenues for the County. Motivated, satisfied employees provide better customer service to passengers using Miami-International Airport. Where a Permittee makes choices with respect to its employees which the County believes will result in worse customer service, and thus, lower ultimate revenues for the County, the County desires as a commercial matter a greater share of Permittee's Gross Revenues to offset this potential revenue loss. Accordingly, in the event that, following award of a Permit, and due to the choices of Permittee to diminish or change employment conditions or any safety committee, the County shall thus be entitled to a greater share of 12% of Gross Revenues as described in sections 2.4 and 2.7.2 above.

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APPENDIX A1
EMPLOYEE SATISFACTION

4. SAFETY AS OUR MAIN PILLAR

A.19-Describe Proposer's approach to providing the training requirements as described in Scope of Services Section 2.6

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

A.22-Describe Proposer's criteria in support of safe work practices to include details on providing safe and accessible working conditions to all employees assigned to the resultant contract.

Swissport has an unwavering commitment to safety. We strive for realizing this commitment daily by embedding a safety culture to drive the right behaviors and best work practices to prevent or minimize negative incidents. In this section, we highlight our commitment to a safe work environment and making safety our main pillar for success.

4.1 OUR COMMITMENT

A22-Describe Proposer's criteria in support of safe work practices to include details on providing safe and accessible working conditions to all employees assigned to the resultant contract.

We are dedicated to ensuring that everybody goes home safely, every single day. Swissport operations are safe, employees are well trained, they comply with the SOP's and openly intervene in unsafe conditions/acts. Management and colleagues have a clear accountability to ensure nobody gets hurt, Swissport and customer assets are not damaged, and the environmental impact is minimized. A safe operation will have less financial impact on the P&L and the Station Manager is accountable for achieving the established targets.

Swissport's Safety Management System (SMS) is comprised of five core elements: safety organization, risk management, safety promotion, safety assurance and emergency response - all of which are delivered within a 'Just Culture'.

A good reporting culture underpins the safety management system; all incidents including Near Misses and Safe Observations are reported in Swissport's Safety Management Tool (SMT) at the time of occurrence and are thoroughly investigated. Learnings from the investigations are shared with all relevant levels within the organization.

Station Managers are accountable for ensuring the following safety related activities are undertaken:

- Maintain overall accountability for Safety, Health & Security Management.
- Ensure all incidents are reported into SMT, investigated, and actioned according to guidelines.
- Ensure compliance with Swissport's SMS. Monitor and continuously improve the safety performance of the station.
- Promotion of safety and delivery of Just Culture.

4.2 VISIBLE SAFETY – LEADING FROM THE FRONT

Station Managers, along with the station leadership team, conduct and record regular 'safety walks' of all areas of the business which are recorded in iAuditor using the Manager Safety Walk Checklist. The Station Manager defines the frequency of checks to ensure all business

areas are covered weekly by the station leadership team. The timetable for safety walks must be recorded.

The performance of the safety walks is evaluated at least monthly at the station safety meeting to achieve continuous improvement.

ASSURE COMPLIANCE

Swissport's global standards and training are world leading and the envy of our competitors. It is vital that we follow the processes and procedures outlined in our corporate manuals. For this to be achieved, Station Managers ensure that training compliance is regularly monitored, and tasks are only allocated to colleagues who are appropriately trained.

Compliance is achieved through various means such as the provision of station training reports, a program of self-assessment recorded in iAuditor, safety walk program, customer feedback, QHSE audits, airline and ISAGO audits and corporate audit program. Targets are set globally, and performance is reviewed at the local safety meeting, regional and Global Safety Action Group (SAG) and Corporate Safety Review Board (SRB).

4.3 SAFETY FIRST

Operating safely is a priority which Swissport does not compromise on. To underline this commitment, every company meeting includes a Safety Moment. The goal of the Safety Moment is to draw awareness to pertinent safety topics as well as to reinforce our six Safety Commitments:

1	2	3	4	5	6
I wear my Personal Protective Equipment (PPE).	I follow procedures and do only what I am trained to do.	I am responsible for stopping any activity I feel is unsafe.	I never walk past an unsafe situation without addressing it.	I report any incident.	I always prioritize safe operation over on-time performance.

RISK MANAGEMENT

To ensure colleagues and aircraft are protected, Swissport has a program to proactively identify hazards and to manage any risks to a level of ALARP (as low as is reasonably practicable).

- **Safe Place:** Inspection of facilities.
- **Safe Person:** Provide a trained and competent workforce.
- **Safe Equipment:** GSE is maintained and in safe working condition.

The Station Manager is responsible for ensuring that a Risk Assessment is completed for the activities covered on station. These risk assessments are reviewed annually and following a safety event. Support is available from the QHSE team.

LEARNING FROM INCIDENTS

Swissport is committed to a culture of continuous improvement, which includes learning from safety events, trends, and the wider industry. At a station level, this is achieved through the

local safety meeting structure, where incidents are reviewed, and confirmation given that appropriate actions have been taken to prevent a recurrence.

Safety Notices that are received must be acknowledged, reviewed, and implemented. Learning is supported through the timely completion of incident investigations, actions, and audit findings. Station managers support learning opportunities by encouraging discussion at station meetings ensuring safety is always on the agenda.

4.4 TREND AND TARGETS FOR GREATER SAFETY

We monitor safety performance across our organization weekly and integrate it into our performance scorecards. Our primary indicator for occupational health is the lost-time injury frequency rate, or LTIFR, which quantifies injuries resulting in work absences.

Rigorous training in standardized processes and procedural error prevention forms the core of our safety initiatives. By effectively reducing risks through comprehensive safety training, we ensure the well-being of our employees, customers, and the environment we operate in. For MIA, we realized an LTIFR of 0.25 in 2023. Our goal for the end of 2024 is to reduce our LTIFR by a minimum of 15% compared to 2023 figures at all stations. Furthermore, we are committed to sustaining this trend and are aiming for a reduction of 5% per annum until at least 2027. Through August of this year, we've realized an LTIFR of 0.0 at MIA.

Maintaining aircraft integrity is crucial for safeguarding passengers and crew from potential hazards during flights. By minimizing damage, we reduce repair downtime, keeping flights on schedule and improving overall efficiency. The Aircraft Damage Frequency Rate (ACDfr) is our key performance indicator for tracking accountable aircraft damages at Swissport.
At MIA, we've successfully reduced ACDfr year over year, closing 2023 with an ACDfr of 0.038, down from 0.046 in 2022. Our goal for 2024 is to lower this rate by 25%. Our safety record not only enhances the airline's reputation but also builds trust with customers and stakeholders. Since aircraft are significant investments, protecting them ensures their long-term value and usability.

Lost-time injury frequency rate	
2024	0.00
2023	0.25
2022	0.09

Aircraft damage frequency rate	
2024	0.016
2023	0.038
2022	0.046

Even with the most rigorous regulations and regular safety training, we have not yet been able to eliminate all risks. However, we continue to work relentlessly toward our zero-accident target. By addressing any deviations from our agreed-upon standard procedures, we aim to detect safety risks at their source, which allows us to implement remedies before incidents or accidents occur.

"Safety cannot be delegated. It is everybody's responsibility to adhere to safety measures and to support others in doing so." David Anderson – Global QHSE

4.5 SAFETY COMMITTEE

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

Effective QHSE communication at Swissport is essential for maintaining a strong focus on quality, health, safety, and environmental issues. Monthly Safety Committee Meetings are conducted, featuring a Local Safety Committee that includes frontline staff, supervisors, union representatives, QHSE Compliance Supervisors, and department managers. Frontline Safety Committee members participate during scheduled working hours, and the agenda addresses our ISO 9001 and 45001 compliance requirements.

Safety Committee Agenda:

- **Health and Safety Performance Review:** Analyze key performance indicators, incident statistics, recent audits, and compliance with previous objectives and action plans.
- **Hazard Identification and Risk Assessment:** Discuss new hazards, results from recent risk assessments, and updates in the evaluation of existing risks.
- **Accidents, Incidents, and Non-Conformities: Review** of incidents since the last meeting, including accidents, near misses, and other occurrences, along with the analysis of causes and corrective actions taken or proposed.
- **Changes in the Workplace:** Evaluation of the impact of recent or planned changes in process, equipment, materials, or facilities on occupational safety and health.
- **Legal Compliance and Other Requirements:** Update on changes in applicable Occupational Health and Safety Legislation, regulations, or industrial guidelines impacting your operations.
- **Training and Awareness:** Review Health and Safety training needs, effectiveness, and plans for future training sessions.
- **Participation and Consultation:** Discussion on the involvement of workers and their representatives in the Health and Safety management system, including feedback on existing practices and suggestions for improvements.
- **Objectives, Goals, and Action Plans:** Establish or review Health and Safety objectives and goals for the upcoming period, including necessary resources, assigned responsibilities, and timelines.
- **Audits and Reviews of the OHS Management System:** Plan internal and external audits, review recent findings, and prepare for certifications or recertifications.
- **Continuous Improvement:** Identify and discuss opportunities for continuous improvement in Health and Safety performance, including the implementation of best practices and innovation in processes and procedures.

4.6 TRAINING

A.19-Describe Proposer's approach to providing the training requirements as described in Scope of Services Section 2.6

Empowering our people through world-class training is more than just an investment, it's the very engine driving Swissport's success. We understand that a skilled and confident workforce is essential for delivering exceptional service to our customers, while prioritizing the safety of our employees, partners, and communities.

5. PROPOSERS EMPLOYEE SATISFACTION

A.21-Describe in detail, the specific and concrete steps the Proposer is taking/will undertake to ensure that its employees are satisfied and highly motivated. Proposer may proffer surveys, employment histories, or other metrics which Proposer contends demonstrates employee satisfaction. Proposers may, but are not required to, proffer wage information or other information related to conditions of employment to demonstrate employee satisfaction. Proposers demonstrating satisfaction through this method shall include, at their option, the information requested in 23) and 24) below.

PEOPLE AT THE HEART OF OUR BUSINESS

It's not the planes, the runways, or even the high-tech equipment that truly defines Swissport. It's our people—60,000+ vibrant individuals from across the globe who form the beating heart of our family. Building the world's most engaged workforce is not just our goal, it's our passion.

At Swissport, care is not just a word, it's a core value. We prioritize the safety and well-being of our colleagues, investing in their growth through comprehensive training and development programs. We celebrate their diverse backgrounds and experiences, because when our people thrive, our entire ecosystem soars.

From transparent and competitive pay to flexible work options and a genuine commitment to work-life balance, we empower our employees to unlock their full potential. This commitment goes beyond words; it's reflected in our industry-leading Red Rules, which serve as our minimum standards for every station ensuring fair treatment and a positive work environment for all.

Together, we're not just moving aircraft, we're building bridges. We connect communities, cultures, and dreams—one flight at a time.

DRIVEN BY EMPLOYEE INSIGHTS

At Swissport, our strong teams are built on rock-solid values and unwavering workplace standards, shaped by what matters most to our employees. We've listened to their voices and identified three core values that resonate deeply within our organization:

- **Win as a Team:** We believe that collaboration and support fuel our success. When we work together, we achieve more.
- **Show We Care:** Promoting respect, appreciation, and well-being.
- **Do the Right Things:** Integrity, ethics, and responsibility guide our actions. We hold ourselves accountable to the highest standards.

These values translate into our Six Red Rules—minimum standards that apply at every station, ensuring that we uphold our commitment to our people:

1. **Pay a fair wage:** Competitive pay based on local market conditions.
2. **Allow your team to plan their life:** Predictable 28-day roster, minimized last-minute changes, 7-day holiday approval window.
3. **Create a safe space to recharge:** Comfortable break areas with essential amenities for rest and relaxation.

4. **Wear your badge with PRIDE**: Safe and stylish uniforms foster team spirit and pride.
5. **Ensure competence & confidence**: Right skills training and badges for everyone to excel.
6. **Share the workload**: Optimal staffing ensures equitable task distribution and shared effort.

The Red Rules are not just guidelines; they are our promise. By prioritizing these standards across all stations, we invest in our people's well-being, satisfaction, and long-term success. This commitment helps us build a positive and productive environment for every member of the Swissport family. Together, we create a workplace where everyone can thrive.

5.1 COMPENSATION & BENEFITS

A.23- Provide the wages that will be paid to its employees performing Services on the resultant contract as detailed in Proposer's Attachment B - Employment Conditions Questionnaire. (Optional; to be used by proposers seeking to demonstrate employee satisfaction via information relating to employment conditions).

A.24-Provide the percentage of employees that the Proposer intends will perform on this Contract that will be Full-time (eligible for benefits) and Part-time.

We understand that a motivated and skilled workforce is the cornerstone of operational excellence. That's why we're committed to attracting and retaining the best talent by offering a comprehensive and competitive compensation strategy that stands out in the market. By investing in a competitive and fair compensation strategy, we cultivate a highly engaged and motivated workforce. This translates into operational efficiency, reduced risks, and, ultimately, exceptional service for our clients.

In our proposal for this contract, we intend to structure our workforce to effectively meet operational needs while providing flexibility. We plan for 33% of our employees to be full-time, making them eligible for benefits. This ensures that a solid core of our team has stable, dedicated roles. The remaining 67% will be part-time employees, allowing us to adapt to varying demands and maintain efficient operations. This blend of full-time and part-time staff will enable us to deliver high-quality service while supporting a diverse and flexible workforce. Details of our workforce salaries and benefits are further detailed in the enclosed Attachment B-Employment Conditions Questionnaire.

MARKET-LEADING SALARIES, TAILORED REWARDS

We invest in understanding local market dynamics and conduct regular benchmarking to ensure our salaries are competitive. Our internal compensation structure factors in the specific nature and responsibilities of each role, along with the individual's qualifications and experience. This tailored approach guarantees fair and meritocratic rewards.

Swissport offers a very competitive fringe package for our associates in Miami.

We cover all the costs of initial and renewal airport badges and ramp driving permits. We provide, at no cost to employees, full sets of uniforms for both above wing and below wing employees during the hiring process with a yearly replacement plan. The cost of parking is shared with the employees where Swissport pays 50% of the established fees.

401(k) Retirement Plan

Swissport offers a generous 401(k) plan with matching contributions through Empower. This plan offers the ability to fund retirement with pretax dollars, and eligibility begins first of the month following 60 days of service. Employees can defer 1-80% of their annual salary up to IRS benefit maximums. Funds are immediately vested once contributed to the employee's account. For the first 3% that the employee contributes, the company matches 100%. For the next 2% the company matches 50%. Employees can initiate loans from their 401(k) balance, which are repaid via payroll deduction.

PTO

Regular full-time employees accrue vacation on a pro rata basis each year. Our above wing personnel's schedule is highlighted in our employee handbook. Vacation and sick time schedules and accrual for our ramp and cleaning personnel are governed by our collective bargaining agreement with the TWU.

Besides competitive wages and fringe benefits, Swissport provides several additional communication methods, industry perks and rewards & recognition programs to enhance employee satisfaction and engagement including those highlighted below.

BRAVO

As we help connect the world through people, professionalism, and partnerships, we have launched Bravo to make Swissport an even greater place to work. This recognition program makes it easy for Swissport associates in the U.S. and Canada to recognize and celebrate each other for their everyday achievements and contributions.

In addition to associate recognition, certain managers can give recognition with award points for associates who make a special contribution to a project or process. Award points can be used on the Bravo awards online marketplace to purchase a variety of items including travel, entertainment, and name-brand merchandise.

BRAVO

ONE APP

This company-wide application serves as a 'one-stop-shop', providing the convenience to catch up on the latest company news and events, explore current open positions, review policies and guidelines. It also provides direct links for associates to check their schedules, to help them plan their personal lives around their work commitments.

go Happy

To further improve on our engagement culture and employee satisfaction we are deploying goHappy's "goEngagePro" platform.

Some of the benefits of utilizing this approach, include:

1. **Onboarding Excellence** – streamline onboarding communication—all newly hired team members receive the same consistent communication leading to a better new hire experience.
    - New Hire Surveys – all new hires will receive new hire surveys throughout their first 90-days of employment, giving leaders the opportunity to quickly address any training or other engagement concerns. This also includes engaging with new team members in training to keep them informed of their status.
    - New Hire Benefits Enrollment – companies that use goHappy have seen a benefits enrollment increase on average of 40%.

2. **Badging Support** – capabilities enable notifying team members of their obligation to renew badge/seals. This will relieve support functions of the administrative burden of having to chase down team members to remind them.

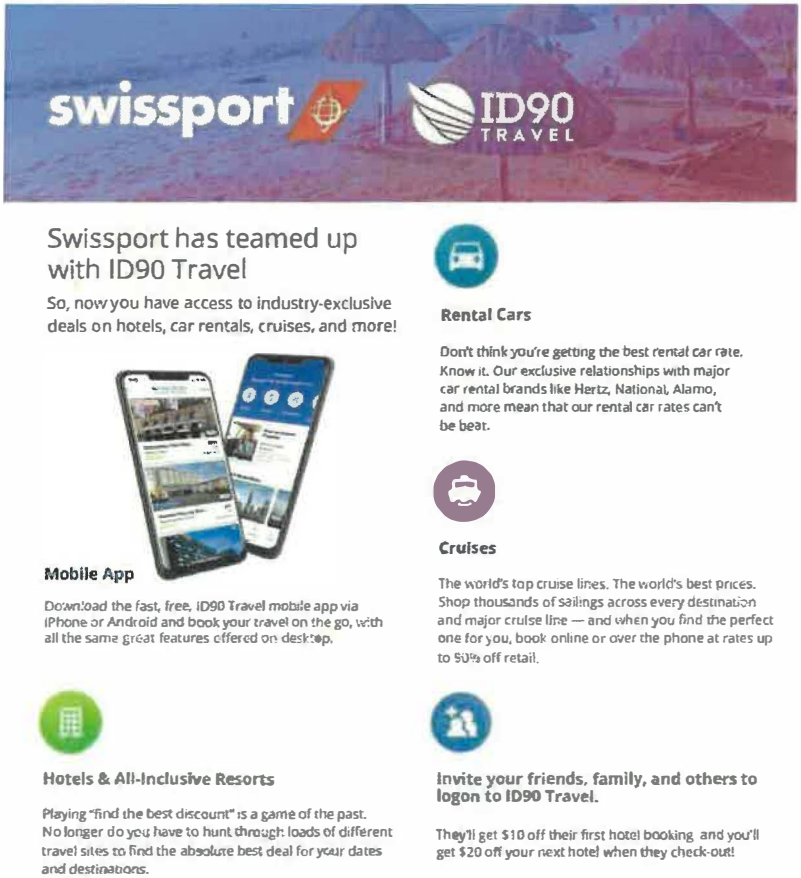
3. **Engagement** – ongoing engagement efforts will help improve communication and recognition.
    - Engagement Surveys – completion of 2 employee engagement surveys over the first 12-months.
    - Employee Referrals – streamline employee referral process through automation.
    - Exit Surveys – streamline exit interview process.
    - Team Member Participation – on average, Companies using the goHappy platform see less than 3% opt out rates.

Perks at Work

Swissport Perks at Work is a shopping website, like Groupon and Living Social. Our site offers discounts for products, services, travel from hundreds of vendors and providers worldwide.

ID 90 Travel

The program allows for industry discounts on hotels, rental cars and cruises and is available to all employees.



Travel Benefits Through myIDTravel
In addition to travel benefits on select airlines such as Air Canada and JetBlue, booked directly through my ID Travel, employees who are assigned to certain airlines are also eligible for travel benefits on those customers.

Holiday Celebrations
Whether it is a Christmas themed lunch or a red, white, and blue 4th of July hot dog party, Swissport celebrates holidays for those employees who work during the day across all different shift times and areas of the operation.

Safety Days
Swissport celebrates safety performance multiple times during the year with safety days, where a variety of safety topics are covered. At the same time, employees are given opportunities to win prizes and enjoy a tram meal.

Co-sponsored Events
Swissport has teamed up with the TWU, which represents our below wing team, and with different airlines to co-sponsor events. These have included BBQs, food truck events and specialty catered meals for the team. Most recently, Swissport and Spirit had a safety day for winning safest station in quarter 2 across their entire network. At this event, employees received recognition from both Swissport and the airline.

INVESTING IN EQUITY AND TRANSPARENCY
We're deeply committed to internal pay equity. Our framework ensures employees in comparable positions across the organization receive consistent compensation. Open communication and regular reviews empower our employees to understand their career paths and the potential rewards associated with their performance and contributions.

5.2 HIRING

Recruitment in the post-pandemic world was like nothing anyone has seen before. Despite this, our Swissport recruitment team continues to onboard thousands of new staff members from around the globe, helping to fuel our operations.

We wanted to ensure every new face joining our Swissport family feels valued, respected, and excited for the journey ahead. Our recruitment process, infused with Swiss precision and warmth, goes beyond the resume. We seek diversity of thought, backgrounds, and experiences, because we know true magic happens when there is collaboration between different perspectives.

Our commitment to exceptional hiring practices goes deeper than words. We comply with all legal requirements, but go further because fairness, transparency, and equal opportunity are woven into the very fabric of Swissport. We track our progress, reporting on our gender pay gap and setting ambitious goals for diversity at all levels. Our vision, our Code of Conduct, and our alignment with the UN Global Compact are not just principles – they are living, breathing promises we keep to every applicant and employee.

At Swissport, we believe in the power of talent, wherever it may be found. Because when we embrace diversity and inclusion, we don't just build a workforce, we build a better future.

5.3 SAFE WORK PRACTICES

A.22- Describe Proposer's criteria in support of safe work practices to include details on providing safe and accessible working conditions to all employees assigned to the resultant contract.

At Swissport, our unwavering commitment is to ensure that everyone goes home safely every single day. We prioritize safety in all our operations, equipping our employees with the training they need to comply with Standard Operating Procedures (SOPs) and to actively intervene when they encounter unsafe conditions or actions. Both management and colleagues share a clear accountability to protect not only each other, but also our assets and the environment. A safe operation not only safeguards lives but also minimizes impact on our profit and loss, with the Station Manager held responsible for achieving these safety goals.

We empower our employees with the principle of "SOP over OTP." While On Time Performance (OTP) is crucial for ensuring our customers' flights depart on schedule, it will never come at the expense of safety. Adhering to our SOPs is always the priority; we do not compromise safety for the sake of timeliness.

To further strengthen our safety culture, we've established an anonymous hotline called "Speak Up." This initiative allows employees to report any concerns confidentially, ensuring that all issues are investigated thoroughly by our leadership team.

In addition, we have formed a Quality, Health, Safety, and Environmental (QHSE) Committee comprised of supervisors and employees. This committee serves as a forum to discuss real-time issues and explore ways to enhance safety conditions for all.

We also conduct daily safety calls with our supervisors, where we share insights and lessons learned from other companies in the industry. By learning from the mistakes of others, we aim to prevent similar safety issues within our own operations.

At Swissport, safety is not just a policy – it's a core value that guides everything we do. Together, we are committed to creating a workplace where everyone can thrive safely.

5.4 TRANSITION REQUIREMENTS & FIRST RIGHT OF REFUSAL

A.16- Describe Proposer's approach to providing the transition requirements as described in Scope of Services Section 2.5.

A.17- Describe Proposer's approach to providing the employee the right of first refusal of employment as well as incentive for retainage as described in Scope of Services Section 2.5.

At MIA Swissport, our approach to onboarding new contracts begins with a proactive leadership meeting. When notified of a new opportunity, the leadership team gathers to discuss the transition with employees from the former contract. This meeting serves to inform candidates about available roles, offering them the chance to accept positions and providing clear guidance on the application process. Interested individuals are presented with offer letters to initiate the badge transfer, ensuring we leverage their institutional knowledge for a seamless transition.

RESTATED

Attachment B - Employment Conditions Questionnaire Swissport

Instructions: Only proposers who are seeking to demonstrate employee satisfaction by providing information regarding wages or employment conditions should fill out this Attachment B. Proposers who choose to demonstrate employee satisfaction through alternate methods are not required to fill out this form. Proposers utilizing this form shall provide information only as to those categories of information the proposer is choosing to proffer.

(a) Wages

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

Job title	# of employees	Starting wage	Highest wage	Median wage	% employed 30 hours/week or more	Scheduled pay increase(s) for FY 2024?	Will Proposer provide this increase every year of the GASP?	*# employees with 1 year+ seniority*
Acct Admin	3	20.34	32.14	26.29	100%	10/1/24	☑yes □ no	3
Cleaner	156	20.34	20.69	20.69	32%	10/1/24	☑ yes □ no	86
Bag room	42	20.34	20.34	20.34	48%	10/1/24	☑ yes □ no	42
Cleaning supervisor	5	24.34	25.26	25.26	100%	10/1/24	☑ yes □ no	4
Lead aircraft cleaner	18	21.09	22.33	22.09	100%	10/1/24	☑ yes □ no	16
Lead bag room	13	21.09	21.09	21.09	100%	10/1/24	☑yes □ no	13
Lead ramp agent	32	21.09	22.97	22.88	100%	10/1/24	☑yes □ no	31
Pax agent	341	20.34	23.34	21.34	88%	10/1/24	☑yes □ no	237
Pax supervisor	30	24.34	26.06	25.84	100%	10/1/24	☑yes □ no	30
Payroll admin assistant	2	20.34	20.46	20.34	100%	10/1/24	☑yes □ no	2
Ramp agent	177	20.34	20.62	20.62	24%	10/1/24	☑yes □ no	103
Ramp supervisor	19	24.34	25.00	24.59	100%	10/1/24	☑yes □ no	18

Truck driver	2	20.84	20.84	20.84	100%	10/1/24	☑yes □ no	2
OCC specialist	8	24.34	25.00	24.59	100%	10/1/24	☑yes □ no	7
OCC Team Load	1	24.34	26.05	26.05	100%	10/1/24	☑yes □ no	1

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

Does Proposer offer longevity bonuses? If so, how much? How many employees receive this bonus?
□ yes ☑ no

(b) Health & Retirement Benefits

Does Proposer provide health insurance to employees? ☑yes □ no

Does the Proposer's health insurance require premium sharing by the employee? ☑ yes □

no If yes, what is the monthly premium for single coverage? None for LWO without benefits

rate, otherwise $523.35.

What is the annual deductible? $4500

What is the co-payment for a primary care visit? 25% after deductible.

How many employees receive health insurance? 37

What rate does Proposer pay for health insurance per employee? $427.35

Does Proposer provide a retirement benefit to employees? ☑ yes □ no

What form of benefit? 401k
How many employees receive this benefit? All employees are offered 401K benefits.

Proposer's contribution, if any, to retirement program: Up to 5% company match.

(c) Paid Leave

Does Proposer provide paid sick days? ☑ yes □no

(only to Full-time, below wing associates, based

on CBA)

Sick days per year: 4

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): 6 paid hours per month.

Does Proposer provide paid vacation days? ☑ yes □

no Vacation days per year: Varies.

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): Based on years of service.

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

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): N/A

(d) Fringe Benefits

Does Proposer provide employees with a uniform allowance: ☑ yes □no

Value of uniform allowance: $250.00 per year.

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

The uniforms are provided at no cost to associates.

Does Proposer provide any other economic benefits?

- Paid parking ☑ yes □ no (Employee pays half, company pays half)
- Flight benefits ☑ yes □ no
- Other, please explain below:
    - Medical, Dental, Vision, HSA/FSA, Short/Long Term Disability, Universal Life, Voluntary Personal Accident Insurance, Critical Illness.
    - Bravo (Recognition program where points can be redeemed for merchandise or travel),
    - Employee Assistance Plan,
    - ID90 (Reduced rate travel)
    - Perks at Work (Reduced rate merchandise).

(e) Breaks

Does Proposer provide employees a paid meal break? ☑ yes □ no

Does Proposer provide a break area for employees? ☑ yes □ no

(f) Health and Safety Protections

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

What is your firm's experience modification rate? 0.83

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

(g) Collective Bargaining Agreement & Labor Peace

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

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

Which employees does it cover? Ground handling : ramp, cleaners and leads.

Link to the CBA if available on-line: N/A

(h) Anti-Retaliation

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

(i) Subcontractors' Compliance

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

We will conduct third-party audits of our subcontractors to ensure that their workplace policies align with state and federal regulations.

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

RESTATED

Attachment B - Employment Conditions Questionnaire Direct Airline Services

Instructions: Only proposers who are seeking to demonstrate employee satisfaction by providing information regarding wages or employment conditions should fill out this Attachment B. Proposers who choose to demonstrate employee satisfaction through alternate methods are not required to fill out this form. Proposers utilizing this form shall provide information only as to those categories of information the proposer is choosing to proffer.

(a) Wages

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

Job title	# of employees	Starting wage	Highest wage	Median wage	% employed 30 hours/week or more	Scheduled pay increase(s) for FY 2024?	Will Proposer provide this increase every year of the GASP?	*# employees with 1 year+ seniority*
WHEELCHAIR AGENT	190	$20.34	$21.50	$20.34	60%	$21.26	☑ yes ☐ no	175
SKYCAP	22	$7.98	$7.98	$0.00	65%	$0.00	☐ yes ☑ no	22
ADM	3	$22.00	$24.00	$23.00	100%	$0.00	☐ yes ☑ no	3
							☐ yes ☐ no	
							☐ yes ☐ no	
							☐ yes ☐ no	
							☐ yes ☐ no	
							☐ yes ☐ no	
							☐ yes ☐ no	

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

Does Proposer offer longevity bonuses? If so, how much? How many employees receive this bonus? NO

(b) Health & Retirement Benefits

Does Proposer provide health insurance to employees? ☑ yes □ no

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

If yes, what is the monthly premium for single coverage? N/A

What is the annual deductible? $5000

What is the co-payment for a primary care visit? $40

How many employees receive health insurance? 8

What rate does Proposer pay for health insurance per employee? The equivalent of $3.83 p/hr

Does Proposer provide a retirement benefit to employees? □ yes ☑ no

What form of benefit? E.g., 401k, etc. N/A

How many employees receive this benefit? N/A

Proposer's contribution, if any, to retirement program: NO

(c) Paid Leave

Does Proposer provide paid sick days? □ yes ☑ no

Sick days per year: 5

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): N/A

Does Proposer provide paid vacation days? □ yes ☑ no

Vacation days per year: 10 DAYS UNPAID

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): AFTER ONE YEAR OF SVC

If Proposer provides one pool of leave time for both sick and vacation leave, (Paid Time Off – PTO), rather than separate pools, please indicate number of combined leave days: ON A 1 ON 1 BASIS

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): N/A

(d) Fringe Benefits

Does Proposer provide employees with a uniform allowance: ☑ yes □ no

Value of uniform allowance: $275 per REPLACEMENT

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

Does Proposer provide any other economic benefits?:

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

(e) Breaks

Does Proposer provide employees a paid meal break? □ yes ☑ no

Does Proposer provide a break area for employees? □ yes ☑ no

(f) Health and Safety Protections

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

What is your firm's experience modification rate? UNKNOWN AT THIS TIME

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

(g) Collective Bargaining Agreement & Labor Peace

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

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

Which employees does it cover? N/A

Link to the CBA if available on-line: N/A

(h) Anti-Retaliation

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

(i) Subcontractors' Compliance

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

SWISSPORT WILL CONDUCT ANNUAL AUDITS ON SUBCONTRACTORS

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

RESTATED

Attachment B - Employment Conditions Questionnaire JBD Aviation

Instructions: Only proposers who are seeking to demonstrate employee satisfaction by providing information regarding wages or employment conditions should fill out this Attachment B. Proposers who choose to demonstrate employee satisfaction through alternate methods are not required to fill out this form. Proposers utilizing this form shall provide information only as to those categories of information the proposer is choosing to proffer.

(a) Wages

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

Job title	# of employees	Starting wage	Highest wage	Median wage	% employed 30 hours/week or more	Scheduled pay increase(s) for FY 2024?	Will Proposer provide this increase every year of the GASP?	*# employees with 1 year+ seniority*
PORTER	30	$20.34	$20.34	--	85%	--	☑ yes ☐ no	25
							☐ yes ☐ no	
							☐ yes ☐ no	
							☐ yes ☐ no	
							☐ yes ☐ no	
							☐ yes ☐ no	
							☐ yes ☐ no	
							☐ yes ☐ no	
							☐ yes ☐ no	

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

Does Proposer offer longevity bonuses? If so, how much? How many employees receive this bonus? NO

(b) Health & Retirement Benefits

Does Proposer provide health insurance to employees? □ yes ☑ no

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

If yes, what is the monthly premium for single coverage? N/A

What is the annual deductible? N/A

What is the co-payment for a primary care visit? N/A

How many employees receive health insurance? N/A

What rate does Proposer pay for health insurance per employee? N/A

Does Proposer provide a retirement benefit to employees? □ yes ☑ no

What form of benefit? E.g., 401k, etc. N/A

How many employees receive this benefit? N/A

Proposer's contribution, if any, to retirement program: N/A

(c) Paid Leave

Does Proposer provide paid sick days? □ yes ☑ no

Sick days per year: N/A

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): N/A

Does Proposer provide paid vacation days? □ yes ☑ no

Vacation days per year: N/A

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): N/A

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

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): N/A

(d) Fringe Benefits

Does Proposer provide employees with a uniform allowance: ☑ yes □ no

Value of uniform allowance: $140 per YEAR month/year/etc.

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

Does Proposer provide any other economic benefits?:

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

(e) Breaks

Does Proposer provide employees a paid meal break? □ yes ☑ no

Does Proposer provide a break area for employees? □ yes ☑ no

(f) Health and Safety Protections

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

What is your firm's experience modification rate? UNKNOWN

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

(g) Collective Bargaining Agreement & Labor Peace

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

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

Which employees does it cover? N/A

Link to the CBA if available on-line: N/A

(h) Anti-Retaliation

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

(i) Subcontractors' Compliance

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

SWISSPORT WILL CONDUCT ANNUAL AUDITS ON SUBCONTRACTORS

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

RESTATED

Attachment B - Employment Conditions Questionnaire Maximus Global Services

Instructions: Only proposers who are seeking to demonstrate employee satisfaction by providing information regarding wages or employment conditions should fill out this Attachment B. Proposers who choose to demonstrate employee satisfaction through alternate methods are not required to fill out this form. Proposers utilizing this form shall provide information only as to those categories of information the proposer is choosing to proffer.

(a) Wages

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

Job title	# of employees	Starting wage	Highest wage	Median wage	% employed 30 hours/week or more	Scheduled pay increase(s) for FY 2024?	Will Proposer provide this increase every year of the GASP?	*# employees with 1 year+ seniority*
SKYCAP	14	$8.67	$9.51	$9.06	40%	10/01/2024	☑ yes □ no	10
WHEELCHAIR AGENT	160	$20.34	$22.32	$21.26	75%	10/01/2024	☑ yes □ no	94
DISPATCHER	3	$26.59	$29.18	$27.79	100%	10/01/2024	☑ yes □ no	3
LEAD	12	$24.55	$26.93	$25.65	100%	10/01/2024	☑ yes □ no	10
SUPERVISOR	4	$28.88	$31.69	$30.18	100%	10/01/2024	☑ yes □ no	4
							□ yes □ no	
							□ yes □ no	
							□ yes □ no	
							□ yes □ no	

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

Does Proposer offer longevity bonuses? If so, how much? How many employees receive this bonus? NO

(b) Health & Retirement Benefits

Does Proposer provide health insurance to employees? ☑ yes □ no

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

If yes, what is the monthly premium for single coverage? $123.43

What is the annual deductible? $5000

What is the co-payment for a primary care visit? $30

How many employees receive health insurance? 8

What rate does Proposer pay for health insurance per employee? $621.08

Does Proposer provide a retirement benefit to employees? ☑ yes □ no

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

How many employees receive this benefit? 8

Proposer's contribution, if any, to retirement program: NONE

(c) Paid Leave

Does Proposer provide paid sick days? □ yes ☑ no

Sick days per year: N/A

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): N/A

Does Proposer provide paid vacation days? □ yes ☑ no

Vacation days per year: N/A

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): N/A

If Proposer provides one pool of leave time for both sick and vacation leave, (Paid Time Off – PTO), rather than separate pools, please indicate number of combined leave days: PTO 10 DAYS PER YR

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): N/A

(d) Fringe Benefits

Does Proposer provide employees with a uniform allowance: ☑ yes □ no

Value of uniform allowance: $200 per YEAR month/year/etc.

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

Does Proposer provide any other economic benefits?:

- Paid parking ☑ yes □ no *MGS pays 50%
- Flight benefits □ yes ☑ no
- Other, please explain below:

(e) Breaks

Does Proposer provide employees a paid meal break? □ yes ☑ no

Does Proposer provide a break area for employees? ☑ yes □ no

(f) Health and Safety Protections

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

What is your firm's experience modification rate? 0.6

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

(g) Collective Bargaining Agreement & Labor Peace

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

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

Which employees does it cover? N/A

Link to the CBA if available on-line: N/A

(h) Anti-Retaliation

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

(i) Subcontractors' Compliance

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

SWISSPORT WILL CONDUCT ANNUAL AUDITS ON SUBCONTRACTORS

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

RESTATED

Attachment B - Employment Conditions Questionnaire Masdeu Five Corporation

Instructions: Only proposers who are seeking to demonstrate employee satisfaction by providing information regarding wages or employment conditions should fill out this Attachment B. Proposers who choose to demonstrate employee satisfaction through alternate methods are not required to fill out this form. Proposers utilizing this form shall provide information only as to those categories of information the proposer is choosing to proffer.

(a) Wages

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

Job title	# of employees	Starting wage	Highest wage	Median wage	% employed 30 hours/week or more	Scheduled pay increase(s) for FY 2024?	Will Proposer provide this increase every year of the GASP?	*# employees with 1 year+ seniority*
WHEELCHAIR AGENT	12	$20.34	$22.00	$21.34	40%	$21.26	☑ yes ☐ no	7
SECURITY	12	$20.34	$22.00	$21.34	40%	$21.26	☑ yes ☐ no	7
							☐ yes ☐ no	
							☐ yes ☐ no	
							☐ yes ☐ no	
							☐ yes ☐ no	
							☐ yes ☐ no	
							☐ yes ☐ no	
							☐ yes ☐ no	

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

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

(b) Health & Retirement Benefits

Does Proposer provide health insurance to employees? □ yes ☑ no

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

If yes, what is the monthly premium for single coverage? N/A

What is the annual deductible? N/A

What is the co-payment for a primary care visit? N/A

How many employees receive health insurance? N/A

What rate does Proposer pay for health insurance per employee? N/A

Does Proposer provide a retirement benefit to employees? □ yes ☑ no

What form of benefit? E.g., 401k, etc. N/A

How many employees receive this benefit? N/A

Proposer's contribution, if any, to retirement program: N/A

(c) Paid Leave

Does Proposer provide paid sick days? ☑ yes □ no

Sick days per year: 3

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): N/A

Does Proposer provide paid vacation days? ☑ yes □ no

Vacation days per year: 5

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): N/A

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

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): N/A

(d) Fringe Benefits

Does Proposer provide employees with a uniform allowance: □ yes ☑ no

Value of uniform allowance: $ N/A per N/A month/year/etc.

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

Does Proposer provide any other economic benefits?:

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

(e) Breaks

Does Proposer provide employees a paid meal break? □ yes ☑ no

Does Proposer provide a break area for employees? ☑ yes □ no

(f) Health and Safety Protections

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

What is your firm's experience modification rate? N/A

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

(g) Collective Bargaining Agreement & Labor Peace

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

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

Which employees does it cover? N/A

Link to the CBA if available on-line: N/A

(h) Anti-Retaliation

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

(i) Subcontractors' Compliance

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

SWISSPORT WILL CONDUCT ANNUAL AUDITS ON SUBCONTRACTORS

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

ATTACHMENTS

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

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

made as of the _ day of _in the year Two Thousand and _ __.

Between the County:	**Miami-Dade County Florida**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the "County", which shall include its officials, successors, legal representatives, and assigns.
And the Permittee:	**Triangle Services of Florida, Inc.** Which term shall include its officers, partners, employees, successors, legal representatives and assigns.
Description of the Project:	The scope of services for these Permits will include, but may not necessarily be limited to, the following aeronautical services namely Ramp, Porter Assistance, Passenger Dispatching and Communications, Meteorological Navigation, Ticket Counter and Operations Space, Janitorial Delayed Baggage, and Security Services for Commercial Aircraft Operators and Airlines at Miami International Airport as more specifically described in these documents, as more specifically herein.
Preclusion:	The Permittee may not subcontract any services awarded under this Permit to any other Permittee awarded as a result of Solicitation RFQ ENV0000202.

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APPENDIX A: Scope of Services

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EXHIBIT M: Common Carrier or Contracted Carrier Attestation Form

Remainder of page left intentionally blank.

DEFINITIONS AND RULES OF INTERPRETATION

DEFINITIONS

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

A. **AIRLINE USE AGREEMENT (AUA)** shall mean the Agreement between the County and the Signatory Airlines which was adopted in 2018 (revised in June 2023) and establishes the rights and privileges of a Signatory Airline operating at Miami International Airport, including the right for Airlines meeting certain conditions to provide ground handling services to other Airlines. See Exhibit L - Ground Handling Policy for additional details.

B. **AIRPORT or "MIA"** shall mean Miami International Airport

C. **COUNTY:** Miami-Dade County acting through the Department. The term County as used in this Agreement may also mean the Miami-Dade County Board of County Commissioners.

C. **DEPARTMENT**: Miami-Dade County Aviation Department, a department of Miami-Dade County Government, sometimes referred to as MDAD or the Aviation Department, represented by and acting through the Director or her or his Designee(s).

D. **EMPLOYMENT CONDITIONS:** terms under which employees provide their labor to a Contractor, and shall include, but not be limited to: wage rates, insurance, paid sick and vacation leave, retirement benefits, uniform and tool allowances, longevity bonuses, provision of break time, provision of break areas, provision of full time jobs rather than part time jobs, the existence of a labor peace agreement with any union seeking to represent that the Contractor's employees, health and safety protections, and the existence of a collective bargaining agreement, as described in Attachment B - Employment Conditions Questionnaire of Permittee's Proposal.

E. **PERMITTEE(S)** shall refer to the Proposer(s) under Solicitation Request For Qualifications (RFQ) EVN0000202 who enters into a Permit Agreement (Contract).

F. **PERMIT** shall mean a non-exclusive general aeronautical services agreement between the County and the Permittee, including all of its terms and conditions, special and supplemental conditions, associated addenda, attachments, exhibits, and amendments.

G. **LOCAL DEVELOPING BUSINESS** or **"LDB"** means: A business concern that is domiciled in the local area and that meets the revenue limitations, and that is owned and controlled by one or more individuals.

RULES OF INTERPRETATION

A. References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

B. Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

C. The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

D. The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.

E. The terms "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.

F. The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

Permit No.	

NONEXLUSIVE GENERAL AERONAUTICAL SERVICES PERMIT,
MIAMI INTERNATIONAL AIRPORT, MIAMI, FLORIDA

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

ARTICLE 1
Term

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

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

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

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

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

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

1.05 RFQ Incorporated and Order of Precedence:

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

(B) If there is a conflict between or among the provisions of this Permit, the order of precedence is as follows: 1) Articles 1 through 18, 2) Appendix A – Scope of Services including Appendix A1, 3) Miami-Dade County's RFQ EVN0000202 and any associated addenda and attachments thereof, and 4) the Permittee's aforementioned Proposal.

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

ARTICLE 2
Rights, Privilege and Obligations

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

(A) The general use, in common with others, of nonexclusive and common use public Airport facilities and improvements, which are now or may hereafter be connected with or appurtenant to said Airport, (including airfield access) to be used by the Permittee in connection with the services it provides pursuant to this Permit. For the purpose of this Permit, "public Airport facilities" shall include, but not be limited to, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, the Terminal Building and other public facilities appurtenant to said Airport, not specifically leased to, under the contractual control of, or used by others or restricted from use or in types of use by signs, regulations or operational directives of the Department.

(B) The right of ingress to and egress from such nonexclusive or common use public Airport facilities and improvements over and across public roadways serving the Airport and non-leased areas on the Airport by the Permittee.

(C) Capital Improvement Program : During the term of this Permit, Permittee acknowledges that the County will be undertaking a Capital Improvement Program (CIP) that might include airline relocations, changes in access to the Terminal Building and concourses, construction of new concession spaces, construction of a new parking garage and other improvements that may affect permit operations in the Terminal Building. The CIP may or may not affect the operation of the Permit, and MDAD will make reasonable efforts to minimize the inconvenience and business interruption that will result from such construction programs. **NEITHER MDAD NOR THE COUNTY ASSUMES ANY RESPONSIBILITY OR LIABILITY FOR ANY RESULTING INCONVENIENCE AND BUSINESS INTERRUPTION AND PERMITEE SHALL HAVE NO CLAIM UNDER ANY CIRCUMSTANCES AGAINST THE COUNTY FOR INCONVENIENCE, INTERRUPTION TO OR LOSS OF BUSINESS, OR IMPOSSIBILITY OF BUSINESS OPERATIONS THAT RESULT FROM SUCH PROGRAMS.**

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

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

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

ARTICLE 3
Payments and Reports

3.01 Not Used

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

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

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

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

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

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

(a) The term "Gross Revenues" is intended to be all-encompassing and is intended to apply to the fullest extent of the money or consideration charged by or received by the Permittee for its activities under this Permit or as facilitated by this Permit, and includes, but specifically is not limited to:

I. Fees and charges imposed by Permittee upon its customers;

II. Opportunity or percentage fees collected by the Permittee from its customers, including any "pass-through" charges to a customer by which the Permittee recovers from the customer the 7% Opportunity Fee, or any portion thereof, payable by the Permittee to MDAD under Section C.1 above;

III. Any money or consideration charged to a customer or received by the Permittee from a customer, whether on a cash or credit basis and whether such money or other consideration is actually paid to or is unpaid to the Permittee, with the Permittee being required to pay MDAD the 7% Opportunity Fee on any uncollected charges to Permittee's customers; and

(b) If the Permittee does not charge a customer a cash amount or an amount of stated consideration if other than cash, or if MDAD determines that the

amount or consideration charged by a Permittee does not reflect the reasonable value of the services provided by the Permittee, MDAD shall have the right to impute a value for Permittee's services under this Permit and recover from the Permittee 7% of such imputed value.

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

A. Increase of County Share of Gross Revenues

The County is willing, as the proprietor of the Airport, and as a commercial matter, to trade better customer service for a lower share of Permittee's gross revenues. The County believes that potential passengers and tenants make choices as to which airports to utilize based in part on the customer service they are provided at the Airport, including by Permittees, and that customer service is enhanced by better employment and safety conditions for Permittees employees. Better customer service leads to more customers and therefore greater revenues for the County. In the event, following the effective date of this permit, that the Permittee materially diminishes or alters the employment conditions proffered in its Proposal, or materially alters the composition or status of any safety committee proffered in its Proposal, the County shall thus be entitled to a greater share of 12% of Gross Revenues for the period of such time such material change from the Proposal is in effect, which Permittee expressly agrees the County is entitled to as a result of the diminution or risk of diminution of customer service at the Airport. Where employment conditions are changed pursuant to the enactment or revision of a collective bargaining agreement, the County shall not be entitled to an increased share of gross revenues. Nothing in this section requires or shall be deemed to require the Permittee to offer employee benefits, employment conditions, or a safety committee in excess of the minimums provided in state or federal law. The employee benefits, employment conditions offered by Permittee, and the safety committee, if any, provided by permittee shall be with the sole discretion and control of the Permittee at all times. Notwithstanding and controlling over anything else herein to the contrary, the parties agree that this Section 3.06 is material to and pertains to the essence of this Permit and the County's decision to award Permittee this permit, and thus is not severable; accordingly, the parties further expressly agree that in the event that this Section 3.06 is deemed, in whole or in part, to be legally invalid or unenforceable, that this Permit shall be void and of no further force and effect.

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

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

In Person: Miami-Dade Aviation Department
Finance Division
4200 N.W. 36th Street

Building 5A, Suite 300

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

By Mail:	Miami-Dade Aviation Department Finance Division P.O. Box 526624 Miami, FL 33152-6624
By Express Mail:	Miami-Dade Aviation Department Finance Division 4200 N.W. 36th Street Building 5A, Suite 300 Miami, Florida 33122
By Wire Transfer:	In accordance with Wire Transfer instructions provided by MDAD's Finance Division, 305-876-7711.
By Credit Card:	Miami-Dade Aviation Department Finance Division- Cashier's Office 305-876-0652

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

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

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

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

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

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

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

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

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

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

(1) If this contract is completely or partially terminated, the Permittee shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Permittee shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

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

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

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

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

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

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

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

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

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

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

ARTICLE 4
Standards of Operation

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

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

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

4.03 County's Obligations: The Permittee, in recognition of the County's obligation pursuant to Section 22 of the Federal Aviation Administration's standard grant assurances, agrees that the Department may, from time to time, promulgate standards, methods and procedures for and to monitor and test the provision of services hereunder and may require the Permittee to provide copies of schedules of service charges and the bases for discounts, rebates and similar types of price reductions. Should the Department determine that the Permittee is not in compliance with the provisions of Articles 4.01 and 4.02 above, the first such occurrence shall be considered a curable default, pursuant to Article 11.05 hereof, and subsequent occurrence(s) may be considered noncurable defaults, pursuant to Article 11.06.

4.04 Motor Vehicles: The Permittee shall provide the Department, and maintain current at all times, a list of all mechanical and motorized equipment and vehicles, including the number of each, used by the Permittee in providing the services hereunder. All such equipment and vehicles shall be prominently identified as those of the Permittee. The Department may require special identification, equipment such as radios, and special permits for such equipment and vehicles which are used or operated on the Air Operations Area ("AOA") of the Airport.

All vehicles and equipment of the Permittee, pursuant to this Article 4.04, shall at all times comply with Aviation Department regulations as provided for under Chapter 25, Code of Miami-Dade County, Florida. The Department shall have the right but shall not be obligated to inspect, at any time, the vehicles and equipment of the Permittee for proper safety equipment and general operating condition. The Department shall further have the right to require removal from the AOA of any vehicle or equipment of the Permittee determined by the Department, in its sole discretion, to be unsafe or which may cause environmental damage. The Department shall have no liability to the Permittee for such removal.

4.05 Other Operational Equipment: The Permittee shall also provide the Department, and maintain current at all times, a list of all non-motorized equipment (not covered by Article 4.04 above), including the number of each, used by the Permittee in providing services hereunder. Such list shall include, but not be limited to, items such as cargo and baggage carts both for airfield and porter usage. The Department shall have the right from time to time to publish reasonable standards for such equipment and to require Permittee to maintain or modify such equipment to comply with such standards and, if the Permittee fails to correct deficiencies after reasonable notice, to prohibit the further use of same on the Airport.

4.06 Quiet Enjoyment of Others: The Permittee shall control the actions of its employees, agents, subcontractors authorized by the Department and those doing business with it, so as to not unreasonably annoy, disturb or be offensive to others and to provide the services hereunder so as to not unreasonably create a nuisance or thing which may disturb the quiet enjoyment of any other users of the Airport.

4.07 Storage of Vehicles and Equipment: The Permittee shall park or store vehicles and equipment only in areas approved by the Department or in areas leased to the Permittee for such purpose, when and if available.

4.08 Spill Prevention Control and Countermeasures Plan (SPCC): The Permittee shall submit copies of the following documents to MDAD Environmental Engineering for review and approval prior to the issuance of this Permit by MDAD:

a. Spill Prevention Control and Countermeasure Plan (SPCC)

   This plan needs to address how the Permittee handles or intends to handle spills, leaks, discharges, releases, etc. resulting from the operation of their vehicles: motorized and non-motorized equipment; from broken/damaged containers in their baggage/cargo handling equipment; and as result of other incidents. Although the majority of the incidents relate to fuel and other mechanical equipment fluids; some incidents could span the spectrum from toxic gases to radioactive materials.

   This plan shall also include who the Permittee's Designated Emergency Response Provider(s) are, usually incorporated by the operating company in this type of plan. The Designated Emergency Response Provider(s) must have airside access before permitted Permittee(s) may commence operations or permitted Permittee(s) need to agree to reimburse MDAD for emergency response expenses incurred as a result of their operations, while their Emergency Response Provider(s) obtain the required Airside permits.

   The Permittee shall follow these plan requirements as provided in this sub-article and update them annually or earlier, as required by the Department.

4.09 Certifications and Designations: Permittee must possess and maintain throughout the term of the Agreement and any Extensions thereof, the following certifications or designations, and provide proof of such to the County upon request:

a) International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO) designation and;

b) Federal Aviation Administration (FAA) Aircraft Dispatcher certifications for all employees performing meteorological, navigation and dispatching services and;

Any fines levied by the above mentioned authorities because of inadequacies to comply with this requirement shall be borne solely by Permittee.

4.10 Baggage Handling Policy: Permittee shall comply with any baggage handling policy issued by the Miami-Dade County Aviation Department, as same may be amended from time to time during the term of this Permit. This policy may include limitations on the size and weight of baggage which may be inducted into baggage systems at Miami International Airport, as well as limitations on the storing of baggage on the ramp, or other limitations or requirements determined by MDAD to be required or best practices to ensure the safe and efficient operations of the terminal, concourse, ramp, and baggage handling system, in the reasonable discretion of MDAD. Permittee acknowledges that any failure to comply with any baggage handling policy impacts Miami International Airport by impairing the baggage handling systems, diverting manpower to address baggage handling systems issues, causing properly baggage to be lost or delayed, disrupting operations in the terminal, ramp, and concourses, and potentially causing airline delays. The impact of these failures creates direct costs for MDAD but also indirect costs such as loss of customer goodwill and reputational damage, which Permittee acknowledges are difficult or impossible to quantify. Accordingly, to the compensate MDAD for such impacts, the Permittee shall pay MDAD a liquidated damage in the amount of $25.00 per bag for each instance that the Permittee fails to comply with any baggage handling policy, with each bag constitution a separate violation. Additionally, in the event the Permittee is not in compliance with the provisions of any baggage handling policy, the Permittee may be placed in default, with the first such occurrence considered a curable default, pursuant to Article 11.05 hereof, and subsequent occurrence(s) considered noncurable defaults, pursuant to Article 11.06.

ARTICLE 5
Personnel

5.01 General Manager: The Permittee shall hire and assign a full-time General Manager to be on the Airport during normal working hours and such other managers and supervisors as may be required. The General Manager shall be qualified and experienced in the management and control of the services required to be performed hereunder. The General Manager shall be delegated sufficient authority to insure proper performance by the Permittee, in accordance with the terms and conditions of this Permit and to accept service of all notices provided for herein.

5.02 Appearance: The Permittee shall properly control its employees, who shall present a clean, neat and professional appearance at all times, discharge their duties in a cooperative, courteous and efficient manner, and be suitably uniformed, and shall require all personnel to wear visibly on their person, at all times while on duty, a distinctive name tag identifying the individual by name, employee number and title, if appropriate, and as an employee of the Permittee and the Department issued identification badges pursuant to Article 5.03 below.

5.03 Restricted Area Access – Identification: The Permittee shall be responsible for requesting MDAD to issue identification badges to all employees and other personnel under the Permittee's control who require access to restricted areas on the Airport as a part of their regularly assigned duties, including the AOA, access to the Terminal Building through certain AOA doors, Customs controlled areas and certain areas of the Terminal Building designated by signs and/or regulations as off-limits to employees. The Permittee shall be responsible for the return of the identification badges of all personnel transferred or terminated from the employ of the Permittee or Airport assignment and upon termination of this Permit. The Permittee shall promptly report to MDAD the names of all persons who were employed by the Permittee from whom they were unable to obtain the return of MDAD-issued identification badges. In the event that an

identification badge is not returned because of failure by the Permittee, the Permittee shall pay, from its own funds, MDAD's established charge for lost or stolen identification badges. MDAD shall have the right to require the Permittee to conduct background investigations and to furnish certain data on such employees before the issuance of such identification badges, which shall include the fingerprinting of employee applicants for a fingerprint based Criminal History Check (CHRC) for such badges. The Department shall have the right to deny the issuance of identification badges to persons not successfully passing the federally mandated CHRC.

5.04 Security And Airfield Operations Area: Permittee acknowledges and accepts full responsibility for compliance with all applicable rules and regulations of the Transportation Security Administration ("TSA"), Customs and Border Protection ("CBP"), Federal Aviation Administration ("FAA"), and MDAD as set forth from time to time relating to Permittee's work at the Airport. Permittee fully understands and acknowledges that any security measures deemed necessary by the Permittee for the protection of jobsite, or equipment and property and access to the airfield operations area ("AOA") through the jobsite shall be the sole responsibility of the Permittee and shall involve no additional cost to MDAD. All such security measures by the Permittee shall be in accordance with the TSA, 49 C.F.R. Parts 1500 *et alia* and the MIA security plan. The Department shall notify the Permittee of all security related amendments that impact the Permittee's operation.

5.04.1 All project plans, engineering records, procedures, schematics, diagrams, and manufacturer and Permittee manuals prepared by the Permittee and its Sub-contractors under this Agreement shall follow security requirements of the TSA, 49 C.F.R. Parts 1500 *et alia* and other MDAD security procedures and shall bear the following warning:

A. **Warning Notice:** This document contains sensitive security information that is controlled under the provisions of 49 CFR PART 1520. No part of this document may be released without the written permission of the Under Secretary of Transportation for Security, Transportation Security Administration, 400 7th Street, S.W., Washington, DC 20590 or the Federal Security Director at Miami International Airport. The unauthorized release of this document may result in civil penalty or other action. For United States government agencies, the public availability of this document is to be determined under 5 U.S.C. § 552.

B. In accordance with Florida Statutes § 119.07(3)(ee), "Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, … or other structure owned and operated by an agency as defined in s. 119.011 are exempt …" from public records to ensure the safety of government infrastructures and to ensure public safety. The Permittee represents it has completed and notarized a Confidentiality Affidavit, included in the Affidavit section of this Agreement, which certifies the Permittee and each employee agree, in accordance with Florida Statutes § 119.07(3)(ee), to maintain the exempt status of this information. Information made exempt by this paragraph may be disclosed to a licensed architect, engineer, or Permittee who is performing work on or related to the Airport. The entities or persons receiving such information shall maintain the exempt status of the information.

C. In addition to the above requirements in this sub-article, the Permittee agrees to abide by all federal, state, and County procedures, by which the documents are handled, copied, and distributed which may include but is not limited to:

1. Each employee of the Permittee and its Sub-contractor(s) that will be involved in the project shall sign an agreement stating that they will not copy, duplicate, or distribute the documentation unless authorized by MDAD.
2. The Permittee and its Sub-contractor(s) agree in writing that the Documentation is to be kept and maintained in a secure location.
3. The Documentation shall be numbered and the whereabouts of all Documentation shall be tracked at all times.
4. A log is developed to track the Documentation including logging in the date, time, and name of the individual(s) that work on or view the Documentation.

5.04.2 MDAD authorized identification badges will be issued to all Permittee employees working in the security identification display area ("SIDA") or any other secured area of MIA. All such employees will be issued photo identification badges and will be subject to Federal Bureau of Investigation ("FBI") fingerprint based criminal background investigation.

5.04.3 The Permittee shall be responsible for requesting MDAD to issue identification badges to all employees whom the Permittee requests be authorized access to the SIDA, and shall be further responsible for the immediate reporting of all lost or stolen identification badges and the immediate return of the identification badges of all personnel transferred from MIA assignment or terminated from the employ of the Permittee or upon final acceptance of the work or termination of this Agreement. Permittee will be responsible for fees associated with lost and unaccounted badges as well as the fee for fingerprinting and identification issuance.

5.04.4 All employees of the Permittee and its Sub-contractor(s) who must work within MDAD secured areas at MIA shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the secured area. Identification badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular Permittee. MDAD Security and Safety Division shall provide the identification badges to the Permittee. Each employee must complete the SIDA training program conducted by MDAD and comply with all other FAA or MDAD requirements as specified by MDAD, at the time of application for the identification badge before an identification badge is issued.

5.04.5 Ramp permits will be issued to the Permittee authorizing vehicle entrance to the AOA through specified MDAD guard gates for the term of this Agreement. These permits will be issued only for those vehicles (including vehicles belonging to the Sub-contractor(s)) that must have access to the site during the performance of the Agreement. These permits will be only issued to Permittee owned vehicles or to Permittee leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the AOA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle.

5.04.6 All vehicles operating within the AOA must be provided with the Automobile Liability Insurance required in this Agreement. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request. Unless otherwise specified in the Agreement, ramp permits will not be required or issued by MDAD for work performed at the GAAs.

5.04.7 Before the Permittee shall permit any employee with pictured identification to operate a motor vehicle on the AOA without MDAD escort, the Permittee shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss, revocation, or suspension of one's Florida driver's license.

5.04.8 The Permittee agrees that its personnel, vehicles and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. It is further agreed that MDAD has the right to prohibit an individual, agent or employee of the Permittee or Sub-contractor(s) from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, sabotage or other unlawful activities, including but not limited to repeated failure to comply with MDAD, and TSA SIDA and AOA access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his or her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

5.04.9 The Permittee acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts, cargo tampering, sabotage and other unlawful activities at MIA and to maximize compliance with MDAD and TSA access control policies and procedures.

5.04.10 The Permittee understands and agrees that vehicles shall neither be parked on the AOA in areas not designated or authorized by MDAD, nor in any manner contrary to any posted regulatory signs, traffic control devices or pavement markings.

5.04.11 The Permittee understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services ("FIS") agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the FIS agencies shall not be employed by the Permittee in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the FIS agencies who enter such areas are subject to fines, which, shall be borne entirely by the persons and/or the Permittee.

5.04.12 Notwithstanding, the specific provisions of this article, MDAD shall have the right to add, amend or delete any portion hereof in order to meet reasonable security requirements of MDAD, CBP or TSA. The Department shall notify the Permittee, in writing, of all security related amendments.

5.04.13 The Permittee shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as MDAD, CBP, or appropriate federal agencies may require.

5.04.14 Permittee agrees that it will include in all agreements with its Sub-contractor(s) an obligation by such parties to comply with all security requirements applicable to their operations at MIA. Permittee agrees that in addition to all remedies, Monetary Assessment for Non-Performance and sanctions that may be imposed by MDAD, CBP or the TSA upon the Permittee's Sub-contractor(s) and its individual employees for a violation of applicable security provisions, the Permittee shall be responsible to MDAD for all such violations and shall indemnify and hold MDAD harmless for all costs, fines and Monetary Assessment for Non-Performance arising therefrom which shall include reasonable attorneys' fees.

5.04.15 AOA Security at GAAs: The Permittee and its Sub-contractor(s), and suppliers shall "sign in" and "sign out" at the airport's manager's office or his designated representative whenever the Permittee is performing work at a GAA.

5.04.16 Notwithstanding, the specific provisions of this article, MDAD shall have the right to add, amend or delete any portion hereof in order to meet reasonable security requirements of MDAD, CBP or TSA. The Permittee shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as MDAD or appropriate federal agencies may require.

5.04.17 Permittee agrees that it will include in all agreements with its subcontractor(s) an obligation by such parties to comply with all security requirements applicable to their operations at MIA. Permittee agrees that in addition to all remedies, penalties and sanctions that may be imposed by MDAD, CBP or the TSA upon the Permittee's subcontractor(s) and its individual employees for a violation of applicable security provisions, the Permittee shall be responsible to MDAD for all such violations and shall indemnify and hold MDAD harmless for all costs, fines and penalties arising therefrom which shall include reasonable attorneys' fees.

5.05 Alcohol and Drug Testing: The Permittee acknowledges that the County, as a public agency sponsor under the provisions of the Airport and Airway Improvement Act of 1982, as amended, has the obligation to establish a drug free workplace and to establish policies and programs to ensure airport safety and security. The Permittee acknowledges that the Department, on behalf of the County, has the right to require users of the Airport (Lessees, Permittees, Licenses, etc.) to establish reasonable programs to further the achievement of the obligations described herein. Accordingly, the Permittee shall establish programs for pre-employment alcohol and drug screening for all candidates for employment at the Airport and for the same or similar screening based upon a reasonable suspicion that an employee, while on duty at the Airport, may be under the influence of alcohol of drugs. Further, to the extent permitted by law and/or contract, the Permittee shall establish a program for the random alcohol and drug screening of all its employees who are authorized, pursuant to other provisions of this Permit, to operate any type or kind of motor vehicle on the AOA. The Permittee shall make reasonable good faith efforts to try to negotiate amendments to any existing contract(s) which may service as a bar to the Permittee's implementation of its obligations hereunder. Notwithstanding the

above, the Permittee specifically acknowledges that the County, acting through the Department, has the right and obligation to deny access to the AOA and to withdraw AOA driving privileges from any person who it has a reasonable suspicion to believe is under the influence of alcohol or drugs.

5.06 Special Programs: The Permittee shall ensure that all employees so required participate in such safety, security and other training and instructional programs as the Department or appropriate Federal agencies may from time to time require.

5.07 Federal Agencies Right to Consent: The Permittee understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies and any bonding requirements as may be imposed by such agencies. Persons not approved or consented to by the Federal Inspection Services agencies may not be employed by the Permittee on the Airport.

5.08 Use of Public Facilities: The Permittee acknowledges and agrees that the County has provided certain facilities, such as, but not limited to, seating areas, holdrooms and restrooms in the Terminal Building, public parking and other conveniences for the use of the traveling public and has also provided special facilities solely for the use of the employees of Airport tenants and commercial users. The Permittee shall not permit its employees to use the public areas provided by the County for use by the traveling public, except those employees normally required to be, in contact with the traveling public, those providing passenger services, and those doing so as part of regular assigned duties.

5.09 No Passenger Referrals: The Permittee shall not permit its employees to enter into any agreements, understanding, arrangements or contracts, whether written or oral, relative to the referral of passengers, and other Airport users to hotels, restaurant, shops or services, off the Airport. The acceptance by an employee of any form of compensation, whether in cash or in kind, from and of airport enterprise and the possession of referral cards for such enterprises shall be prima facia evidence of a violation of this provision.

5.10 Permittee's Failure to Control Employees: In the event the Permittee is in default of the covenants in Articles 5.08 or 5.09 above for failure to properly control its employees or by permitting its employees to improperly use facilities provided by the County for the use and convenience of the traveling public, the Department shall have the right to confiscate the employee's Airport identification, to require the Permittee to remove from employment at the Airport those employees who have individually violated the covenants of Article 5.08 and/or 5.09 and to take action pursuant to Article 11 hereof.

ARTICLE 6
Damage to Airport Facilities

Permittee shall promptly repair any damage to any Airport facilities caused by the Permittee, its employees, agents, contractors, or subcontractors. If Permittee fails to do so within the time prescribed by the County in its notice to Permittee (and such notice may be in writing by email or otherwise, or orally by telephone or personal meeting), the County shall be entitled to make such repairs. In such event, the Permittee shall pay to the County, within ten (10) calendar days

of billing by the Department, the costs, plus 25% for administrative costs, of repairing any damage to any Airport facilities, which shall include, without limitation, buildings, fences, paving, unclean or unkept areas used by the Permittee and removal of accumulated trash on the Airport, which the Department has reasonable proof giving it cause to believe that such was caused by the actions, inactions or neglect of the Permittee, its employees, agents or authorized subcontractors.

ARTICLE 7
Assignment and Subcontractors

7.01 Assignment: The Permittee shall not assign, transfer, pledge or otherwise encumber this Permit or any of the rights contained herein, without the express written approval of the Department.

7.02 Ownership of Permittee: Since the ownership, control, experience and key managerial personnel of the Permittee were material considerations to the County in the award and the entering into of this Permit, the Permittee shall take no actions which shall service to transfer or change the structure, ownership or control of the business entity of the Permittee without the written approval of the County.

7.03 Subcontractors Prohibited from Contracts with Airlines: Only the Permittee may contract for services hereunder directly with commercial aircraft operators and airlines. Subcontractors are specifically prohibited from direct contracts with commercial aircraft operators and airlines, such provision is to be specifically included in all agreements between the Permittee and its subcontractor. Further, the Permittee shall, within fifteen (15) calendar days after the award of this Permit, provide the MDAD Permit Section with copies of any and all subcontracts the Permittee has entered into related to this Permit.

7.04 Subcontractors Allowed: Except as otherwise prohibited in this Permit, Subcontractors are allowed.

ARTICLE 8
Local Developing Business (LDB) Participation

8.01 Obligation of Permittee:
The Permittee shall maintain contract measures of an LDB overall goal of twenty percent (20%) for certified LDBs. The LDB contract measures may be achieved by partnership, joint venture, or subcontracting goods and services. The contract measures will be computed as a percentage of gross revenues. The Permittee may subcontract some of the goods and services required or authorized herein (except for cargo handling services) to LDB firms in accordance with the LDB Plan attached in Exhibit K.

The Permittee shall remain fully liable for the actions and performance of such subcontractors. All subcontracts must be in accordance with the terms and conditions of this Permit and shall be submitted for approval by the County.

8.02 Obligation of the LDB Subcontractor: The Permittee's LDB Subcontractor shall maintain its LDB status during the term of this Permit by the annual renewal of its LDB certification and

ground/passenger service trade category by the Miami-Dade Internal Services Department Small Business Development Division.

8.03 LDB Certification: To qualify as a LDB subcontractor or LDB vendor for participation under this Permit, the entity must be certified by the Miami-Dade Internal Services Department Small Business Development Division in the trade category relating to the services or goods to be provided.

8.04 Sanctions for Violations: If at any time MDAD has reason to believe that the Permittee is in violation of its obligation under the LDB provisions (Exhibit K) or has otherwise failed to comply with the LDB provisions, MDAD may, in addition to pursuing any other available legal remedy, commence proceedings to impose sanctions which may include, but are not limited to, one or more of the following:

1. The termination or cancellation of the Permit in whole or in part unless the Permittee demonstrates within a reasonable time its compliance with the terms of the LDB provisions.
2. The denial to the Permittee of the right to participate in any further contracts awarded by the County for a period of no longer than three (3) years.

No such sanctions *shall* be imposed by the County upon the Permittee except pursuant to a law hearing conducted by the Compliance Monitor and/or Director, or as required by applicable law.

ARTICLE 9
Indemnification

The Permittee shall indemnify, defend and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liabilities, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Permit by the Permittee or its employees, agents, servants, partners, principals, contractors, or subcontractors. Permittee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Permittee expressly understands and agrees that any insurance protection required by this Permit or otherwise provided by Permittee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 10
Insurance

10.01 Insurance Requirement: In addition to such insurance as may be required by law, including but not limited to Workers' Compensation Insurance, the Permittee shall obtain and maintain during the term and any extensions of this Permit the following insurance:

(a) Commercial General Liability Insurance: On a comprehensive basis,

including Contractual Liability, products, and completed operations in an amount not less than $10,000,000.00 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be included as an Additional Insured with respect to this coverage.

(b) Automobile Liability Insurance: Automobile Liability Insurance, covering all owned, non-

(c) owned, and hired vehicles used by the Permittee in connection with its operations under this Permit in an amount not less than:

1. $5,000,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Permittee on the Air Operations Area ("AOA") of the Airport.

2. $300,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Permittee off of the AOA.

10.02 Quality of Insurance Company: The insurance coverages required herein shall include those classifications as listed in the Standard Liability Insurance Manuals that most nearly reflect the operations of the Permittee under this Permit. All insurance policies required herein shall be issued by companies authorized to do business under the Laws of the State of Florida. The companies must be rated no less than "A-" as to Management, and no less than "VII" as to strength (Financial Security) in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent as approved by MDAD's Risk Management Division.

10.03 Certificates of Insurance: Prior to the commencement of operations hereunder, and annually thereafter, the Permittee shall furnish certificates of insurance to clearly indicate (1) that the Permittee has obtained insurance in the type, amount and classifications as required for strict compliance with this Section; (2) that any material change or cancellation of the insurance shall not be effective without thirty days prior written notice to MDAD and the County; and (3) that the County is named as an Additional Insured with respect to the Commercial General Liability Coverage.

10.04 Additional Insurance: The County reserves the right to require the Permittee to provide such reasonably amended insurance coverage or such additional types of insurance coverage as MDAD deems necessary or desirable from time to time during the term of this Permit. Upon MDAD's issuance of notice in writing to the Permittee regarding such amended or additional insurance coverage requirements, such requirements shall automatically amend the insurance requirements of this Permit as of the effective date stated in such notice.

10.05 Insurance Not a Limitation on Liability: Compliance with the foregoing requirements shall not relieve the Permittee of its liability under any other portion of this Permit or as may be provided by law.

10.06 Right to Examine: The Department reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to: binders,

amendments, exclusions, riders and applications) to determine the true extent of coverage. The Permittee agrees to permit such inspection at the offices of the Department.

10.07 Personal Property: Any personal property of the Permittee, or of others, brought to the Airport shall be at the sole risk of the Permittee or the owners thereof, and the County shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage.

10.086 Additional Insurance: In addition to the above, the Permittee understands and agrees to the additional insurance requirements that may be required under separate Field and Other Lease Agreements that the Permittee will execute.

ARTICLE 11
Termination by County

11.01 Automatic Termination:
The County shall have the right to terminate the Permit granted herein upon three (3) calendar days written notice to the Permittee for either of the following defaults:

The disruption of Permittee's activities or operations under the Permit granted herein other than for Acts of God;

11.02 Payment Defaults: The County shall have the right, upon five (5) calendar days written notice to the Permittee, specifying the amount of payment in default, to terminate this Permit whenever the non-payment of any sum or sums due hereunder continues for a period of five (5) calendar days after the due date for such payments; provided, however, that such termination shall not be effective if the Permittee makes the required payment within the notice period.

11.03 Audit Default: The inability or failure of the Permittee to provide the County with an unqualified certified audit, pursuant to Article 3.11 of this Permit, shall constitute a noncurable default and in such event the County shall have the right to terminate this Permit, upon seven (7) calendar days written notice to the Permittee.

11.04 Insurance and Bonds Defaults: The County shall have the right, upon seven (7) calendar days written notice to the Permittee, to terminate this Permit if the Permittee fails to provide evidence of insurance coverage in strict compliance with Article 10 hereof, the payment security required in strict compliance with Article 3.08 hereof, or fails to provide a renewal of said evidence of insurance, payment security or bond upon their expiration; provided, however, that such termination shall not be effective if the Permittee provides the required evidence of insurance coverage, payment security or bond within the notice period.

11.05 Other Defaults: The County shall have the right, upon thirty (30) calendar days written notice to the Permittee, to terminate this Permit upon the occurrence of any one or more of the following, unless the same shall have been corrected within such period:

(A) Nonperformance of any other covenants of this Permit, especially the Permittee's obligation to provide safe and efficient Required Services under Appendix A – Scope of Services, other than the covenants to pay the Percentage Fee, and fees and

charges when due and the covenants to provide required evidence of insurance coverage, payment security and bond.

(B) The conduct of any business, the performance of any service, or the merchandising of any product or service not specifically authorized herein.

(C) Criminal Conviction Disclosure: As a condition of receiving a County contract, the Permittee was required to disclose certain information consistent with County Ordinance No. 94-34. As such, following contract award, if a principal of the contracting entity is convicted of a felony, the County may terminate the contract.

(D) The County may terminate or suspend the operation of this Permit if the Permittee fails to (i) obtain the International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO) designation within twelve (12) months after the Effective Date, (ii) fails to maintain and revalidate the ISAGO designation every two (2) years as required by IATA, or (iii) fails to obtain the ISAGO designation within six (6) months of the Effective Date if Permittee has an ISAGO designation at any other airport but not at MIA. Notwithstanding the foregoing, the Department may extend the foregoing deadline dates for good cause shown.

11.06 Habitual Default: Notwithstanding the foregoing, in the event that the Permittee has frequently, regularly or repetitively defaulted in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the Permittee, regardless of whether the Permittee has cured each individual condition of breach or default as provided in Articles 11.03, 11.04 and 11.05 herein above, the Permittee shall be determined by the Director of the Department to be an "habitual violator." At the time that such determination is made, the Department shall issue to the Permittee a written notice, advising of such determination and citing the circumstances therefor. Such notice shall also advise the Permittee that there shall be no further notice or grace periods to correct any subsequent breach(es) or default(s) and that any subsequent breach(es) or default(s), of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of noncurable default and grounds for immediate termination of this Permit. In the event of any such subsequent breach or default, the County may terminate this Permit upon the giving of written notice of termination to the Permittee, such termination to be effective upon the tenth calendar day following the date of receipt thereof and all payments due hereunder, shall be payable to said date, and the Permittee shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Permittee shall discontinue its operation at the Airport, and proceed to remove all its personal property from the Airport in accordance with Article 16 hereof.

11.07 Termination for Convenience: Following the first (1st) anniversary of the date of this Permit, the County shall have the right to terminate this Permit upon 30 calendar days' notice provided to Permittee and all other Permittees providing general aeronautical services under Permits similar to this Permit. Upon such termination, Permittee shall comply with Article 16. Permittee shall not be entitled to any compensation as a result of any termination for convenience.

ARTICLE 12
Termination by Permittee or County

12.01 Termination by Permittee or County: This Permit shall be subject to immediate termination, upon the delivery of notice by one party to the other, in the event of any one or more of the following events:

(A) The permanent abandonment by the County of the Airport.

(B) The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport or any substantial part or parts thereof, in such manner as to substantially restrict the Permittee from providing the services required hereunder, for a period in excess of ninety (90) consecutive days; provided, however, that nothing continued herein shall be deemed to constitute a waiver by the Permittee of any claim it may have against the United States to just compensation in the even of any such assumption.

(C) The issuance by any court of competent jurisdiction of any injunction in any way substantially preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period in excess of ninety (90) calendar days.

12.02 Termination by Permittee: This Permit shall be subject to termination by the Permittee because of any default by the County in the performance of any material covenant or agreement herein required to be performed by the County and the failure of the County to remedy such default for a period of ninety (90) consecutive calendar days after receipt of written notice from the Permittee.

ARTICLE 13
Nondiscrimination and Affirmative Action Programs

During the performance of this Contract, Permittee agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Permittee attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Permittee or any owner, subsidiary or other firm affiliated with or related to the Permittee is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Permittee submits a false affidavit pursuant to this Resolution or the Permittee violates the Act or the Resolution during the term of this Contract, even if the Permittee was not in violation at the time it submitted its affidavit.

ARTICLE 14
Rules, Regulations and Permits

14.01 Rules and Regulations: The Permittee shall comply with all applicable Ordinances of the County, specifically including the Rules and Regulations of the Department contained in Chapter 25 of the Code of Miami-Dade County, Operational Directives and Safety Related Operational Directives issued thereunder, and all applicable laws, ordinances, regulations and rules of the Federal, State and County Government, and all plans and programs developed in compliance therewith, as the same may be amended from time to time.

14.02 Violations of Rules and Regulations: The Permittee agrees to pay on behalf of the County any penalty, assessment or fine, issued in the name of the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the Federal, State or County governments, based in whole or substantial part upon a claim or allegation that the Permittee, its agents, employees, contractors, or subcontractors, have violated any law, ordinance, regulation or rule described in Article 14.01 above while operating under the authority of this Permit. The Permittee further agrees that the substance of this Article 14.02 and Article 14.01 above shall be included in every contract and other agreement, which the Permittee may enter into related to its operations and activities under this Permit and that any such contract and other agreement shall specifically provide that "Miami-Dade County Florida is a third party beneficiary of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Permit prohibiting or limiting assignments or subcontracting.

14.03 Permits, Licenses and Bonds: The Permittee expressly covenants, warrants and agrees that it shall, at its sole cost and expense, be strictly liable and responsible for obtaining, paying for, maintaining on a current basis, and fully complying with, any and all permits, licenses, bonds, and other governmental authorizations, however designated, as may be required, at any time throughout the entire term of this Permit, by any Federal, State or County governmental entity or any judicial body having jurisdiction over the Permittee or the Permittee's operations and activities hereunder and for any and all operations conducted by the Permittee, including ensuring that all legal requirements, permits and licenses shall include, but not be limited to, a Certificate of Use and Occupancy and any required Industrial Waste or Operating Permits from the Miami-Dade County Regulatory and Economic Resources, Division of Environmental Resources Management (DERM). Employees performing meteorological, navigation and dispatching services are required to hold an FAA Aircraft Dispatcher Certificate. Any maintenance and/or repair activities associated with the vehicles and motorized/non-motorized equipment of the Permittee shall be conducted **only** in areas designated for those activities and shall be properly permitted by DERM (Department of Environmental Regulation) pursuant to Chapter 24, Miami-Dade County Code. Upon written request of MDAD, the Permittee shall provide to MDAD copies of any permits and licenses, and applications therefore, which MDAD may request.

ARTICLE 15
Civil Actions

15.01 Governing Law/Venue: This Permit shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action on this Permit shall be laid in Miami-Dade County, Florida, and any action to determine the rights or obligations of the parties hereto shall be brought in the courts of the State of Florida.

15.02 Notice of Commencement of Civil Action: In the event that the County or the Permittee commences a civil action in the State or Federal courts, where such action is based in whole or in part on an alleged breach of this Permit, the County and the Permittee agree to waive the procedure for initial service of process mandated by Chapters 48 and 83, Florida Statutes, Rule 1.070, Florida Rules of Civil Procedure and Rule 4(c), Federal Rules of Civil Procedure. In such event the County and the Permittee agree to submit themselves to the jurisdiction of the court in which the action has been filed when initial service has been made in the following manner:

(A) Upon the County: by Certified Mail, Return Receipt Requested, sent to (i) the party indicated in Article 18.06 on behalf of the County and (ii) with a copy to the County Attorney, Miami-Dade County Aviation Division, P.O. Box 592075, Miami, FL 33159.

(B) Upon the Permittee: by personal service or by Certified Mail, Return Receipt Requested, upon the party indicated in Article 18.06 on behalf of the Permittee, with a copy to whatever attorney the Permittee has designated in writing, if any.

In the event that the County and/or the Permittee raise an objection to service of initial pleadings as provided for herein, and the trial court overrules such objection, the objecting party shall pay liquidated damages (attorney's fees) in the amount of $250.00 to plaintiff in such action, prior to answering the complaint.

15.03 Registered Office/Agent; Jurisdiction: Notwithstanding the provisions of Article 15.02 above, and in addition thereto, the Permittee, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, such designations to be filed with the Florida Department of State in accordance with Section 607.034, Florida Statutes. If Permittee is a natural person, its personal representative hereby submit themselves to the Jurisdiction of the Court of this State for any cause of action based in whole or in part on an alleged breach of this Permit.

ARTICLE 16
Actions at Termination

On or before the termination date of this Permit, except in the instance of termination pursuant to Article 11.01, in which event the Permittee shall be allowed up to five (5) calendar days, and provided that the Permittee is not in default in the payment of any fees or charges required to be paid herein, the Permittee shall remove all of its personal property from the Airport. Any personal property of the Permittee not removed from the Airport in accordance with this Article may be removed by the Department for storage at the cost of the Permittee. Failure on the part of the Permittee to reclaim its personal property within thirty (30) calendar days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interest of the County. Actions at termination regarding any lease or license to the Permittee of real property shall be accomplished by a separate transaction evidenced by an appropriate agreement executed by the parties.

ARTICLE 17
Trust Agreement

17.01 Incorporation of Trust Agreement and Bond Resolution by Reference: Notwithstanding any of the terms, provisions and conditions of this Permit, it is understood and agreed by the parties hereto that the provisions of the Amended and Restated Trust Agreement (link below) dated as of the 15th day of December , 2002, as amended from time to time, by and between the County and JP Morgan Chase Bank as Trustee, and Wachovia Bank, National Association as Co-Trustee, (the "Trust Agreement"), which Trust Agreement is incorporated herein by reference, shall prevail and govern in the event of any conflict or inconsistency with or ambiguity relating to the terms and conditions of this Permit, including the rents, fees or charges required herein, and their modification or adjustment. A copy of the Trust Agreement is available for inspection in the offices of MDAD during normal working hours.

The Amended and Restated Trust Agreement link:
https://www.miami-airport.com/library/pdfdoc/Propertise/Amended%20and%20Restated%20Trust%20Agreement%202002.pdf

17.02 Adjustment of Terms and Conditions: If at any time during the term of this Permit, a court of competent jurisdiction shall determine that any of the terms and conditions of this permit, including the fees and charges required to be paid hereunder to the County by the Permittee or by others under other agreements of the County for the use of Airport facilities used for similar purposes, are unjustly discriminatory, the County shall have the right to modify such terms and conditions and to increase or otherwise adjust the fees and charges required to be paid under this permit in such a manner as the County shall determine is necessary and reasonable so that the terms and conditions and the fees and charges payable by the Permittee and others shall not thereafter be unjustly discriminatory to any user of like facilities and shall not result in any violation of the Trust Agreement and/or Bond Resolution or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement and/or Bond Resolution. In the event the County has modified the terms and conditions of this Permit, including any adjustment of the fees and charges, required to be paid to the County, pursuant to this provision, the terms and conditions, including the adjustment of the fees and charges, upon the issuance of written notice from the Department to the Permittee.

17.03 Permittee Right to Terminate: In the event that said fees and charges payable hereunder shall be increased substantially pursuant to Articles 17.02 above, the Permittee, at any time within one (1) year following the effective date of such increased fees and charges, may terminate this Permit by giving ninety (90) calendar days written notice to the County, without liability by either party to the other.

ARTICLE 18
Other Provisions

18.01 Payment of Taxes: The Permittee shall pay all taxes lawfully assessed against its operations hereunder; provided, however, that the Permittee shall not be deemed to be in default of its obligations under this Permit for failure to pay such taxes pending the outcome of any legal proceedings instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay same after the ultimate adverse conclusion of such contest shall constitute a default, pursuant to Article 11.05 hereof.

18.02 Rights to be Exercised by Department: Wherever in this Permit rights are reserved to the County, such rights may be exercised by the Department.

18.03 Security: The Permittee acknowledges and accepts full responsibility for the security and protection of its equipment and property on the Airport. The Permittee fully understands and acknowledges that any security measures deemed necessary by the Permittee for protection of said equipment and property shall be the sole responsibility of the Permittee and shall involve no cost to the County.

18.04 Rights of County at Airport: The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to or to abandon, discontinue or demolish any structures and facilities at the Airport. The County shall, in the exercise of such right, be free from any and all liability to the Permittee for business damages occasioned during the making of such repairs, alterations and additions or such abandonment, discontinuance or demolition, except those occasioned by the sole active negligence of the County, its employees, or agents.

18.05 Federal Subordination: This Permit shall be subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. The Permittee specifically acknowledges that the provisions of Sections 22 and 23 of Part V of the Federal Aviation Administration's standard grant assurances are applicable to the terms of this Permit. All provisions of this Permit shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of this Permit inconsistent with the provisions of such lease to the United State of America shall be suspended.

18.06 Notices: Any notices given under the provisions of this Permit shall be in writing and shall be hand delivered or sent by Registered or Certified Mail, Return Receipt Requested, to:

1) To the County:

to the Project Manager

Director
Miami-Dade Aviation Department
P. O. Box 025504
Miami, FL 33102-8068

2) To the Permittee, care of the General Manager, and to:

_____
_____
_____

or to such other such other respective addresses as the parties may designate to each other in writing from time to time in accordance with this Article 18.06. Notices by Registered or Certified Mail shall be deemed given on the delivery date indicated on the Return Receipt from the U.S. Postal Service.

18.07 Severability: If this Permit contains any provision or the application thereof to either party to this Permit that is found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Permit without affecting the binding force of this Permit as it shall remain after omitting such provision.

18.08 Rights Reserved to County: All rights not specifically granted the Permittee by this Permit are reserved to the County.

18.09 Lien: The County shall have a lien upon all personal property of the Permittee on the Airport to secure the payment to the County of any unpaid monies accruing to the County under the terms of this Permit or any other contract between the County and the Permittee. The Permittee is prohibited from placing a lien on County property. This prohibition shall apply to all Subcontractors

18.10 Authorized Uses Only: The Permittee shall not use or permit the use of the Airport for any illegal or unauthorized purpose or for any purpose which would increase the premium rates paid by the County on, or invalidate any insurance policies of the County or any policies of insurance written on behalf of the Permittee under this Permit.

18.11 No Waiver: There shall be no waiver of the right of the County to demand strict performance of any of the provisions, terms and covenants of this Permit nor shall there be any waiver of any breach, default or non-performance hereof by the Permittee unless such waiver is explicitly made in writing by the Department. Any previous waiver or course of dealing shall not affect the right the County to demand strict performance of the provisions, terms and covenants of this Permit with respect to any subsequent event or occurrence or of any subsequent breach, default or non-performance hereof by the Permittee.

18.12 Right to Regulate: Nothing in this Permit shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Permittee or its operations. Notwithstanding any provision of this Permit, nothing herein shall bind or obligate the County, the Zoning Appeals Board, the Building Department, the Planning and Zoning Department (as they may be renamed from time to time), or any department, board or agency of the County, to agree to any specific request of Permittee that relates in any way to the regulatory or quasi-judicial power of the County and the County shall be released and held harmless by Permittee from any liability, responsibility, claims, consequential damages or other damages, or losses resulting from the denial or withholding of such requests; provided, however, that this provision shall not preclude any appeal from County action wherein the sole remedy sought is reversal of the County's action.

18.13 Entirety of Permit: The parties hereto agree that this Permit sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Permit may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.

18.14 Inspections: The authorized employees and representatives of the County and of any applicable Federal or State agency having jurisdiction hereof shall have the right of access to any premises, on or off the Airport, which the Permittee may occupy for use as administrative offices

for the provision of services hereunder, at all reasonable times for the purposes of inspection to determine compliance with the provisions of this Permit. The right of inspection shall impose no duty on the County to inspect and shall impart no liability upon the County should it not make any such inspections.

18.15 Binding Effect: The terms, conditions and covenants of this Permit shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment.

18.16 Performance: The parties expressly agree that time is of the essence in the performance of this Permit and that the failure by Permittee to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the County of any obligation to accept such performance.

18.17 Employment Eligibility Verification (E-VERIFY): By entering into this Contract, the Permittee and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Permittee affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Permittee; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: (http://www.uscis.gov/e-verify)

If County has a good faith belief that Permittee has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Permittee agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Permittee shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Permittee has otherwise complied with its requirements under those statutes, then Permittee agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Permittee, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

18.18 First Source Hiring Referral Program ("FSHRP"): Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Permittee, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the

Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Permittee is free to fill its vacancies from other sources. Permittee will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Permittee performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at https://iapps.careersourcesfl.com/firstsource/. Refer to Exhibit G.

18.19 Public Records and Contracts for Services Performed on behalf of Miami-Dade County: The Permittee shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119,Florida Statutes., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Permittee upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms of the agreement.

IF THE PERMITTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE MIAMI DADE AVIATION RECORDS CUSTODIAN, JORGE MIHAIC (305) 876-0933; JMIHAIC@MIAMI-AIRPORT.COM; MIAMI-DADE AVIATION DEPARTMENT, RISK MANAGEMENT & SUPPORT SERVICES, P.O. BOX 025504, MIAMI, FLORIDA 33102-5504.

18.20 Whistleblower Protection: Permittee or its subcontractors, authorized to perform services on the Airport shall not take any Retaliatory Personnel Action against any employee or take any Retaliatory Action that affects the rights or interests of an employee in retaliation for making a complaint to any governmental entity, cooperating with an audit or investigation, participating in any administrative or judicial proceedings related to a GASP holders compliance or lack thereof with the GASP Permit or any County policy, including those set forth in Section 25 of the Miami-Dade Code, or for participating in the activities or establishment of a workplace safety committee. A finding of Retaliatory Personnel Action by a GASP holder or its subcontractor

may result in termination of the GASP Permit under Article 11 of the GASP. Retaliatory personnel action shall mean the discharge, suspension, or demotion by an employer of an employee or any other adverse employment action taken by an employer, his or her agent, or any other person against an employee in the terms and conditions of employment.

18.21 Transition Period: It is in the County's best interests to ensure that MIA's operations are not interrupted or hindered by changes in its workforce every time an airline changes its service contractor, or when a service contractor contracts out work to a subcontractor, changes subcontractors, or in-houses previously subcontracted work. Therefore, establishing a worker retention requirement in this solicitation enables a transition period where employers are able to retain the existing workforce, making it less likely for the Airport to suffer a decrease in the quality of services or experience service disruptions due to losing experienced workers.

The Permittees shall extend written offers of employment to the employees of the immediately preceding Permittee or its Subcontractor at the Airport and retain such employees for a period of forty-five (45) calendar days unless the Permittee determines and demonstrates to the County that such employees are unnecessary for the provision of services. If the Permittees determine that one or more additional employees are needed for the provision of Services during the initial forty-five (45) day period, then it must first offer employment, in writing, to any qualified employees of the immediately preceding Permittee. Employees may be terminated for cause within the forty-five (45) day period. After the conclusion of the forty-five (45) day period, continued employment may be under the terms and conditions established by the Permittees or as required by state or federal law. Permittees shall additionally require their Subcontractors to adhere to the same requirements when the Permittee subcontracts work it had previously performed through its own employees, and when the Permittee changes Subcontractors.

Within 45 calendar days of the expiration of the Contract, the Permittees shall provide a list of its employees and employees of each of their Subcontractors and their contact information, date of hire, and hours worked per week to the County. The Permittee shall include the foregoing language in its contracts with any Subcontractors. The County may request from the Permittees the aforementioned executed documents from the Permittee to determine compliance with the requirements of this paragraph. In the event of any failure by Permittees to comply with this worker retention requirement, the County shall provide written notice of such noncompliance. If the Permittee does not achieve compliance with this provision within thirty (30) calendar days following the County's written notice, then written notice of termination may be provided by the County. The provisions hereof shall not apply to the extent: (i) they are superseded by a collective bargaining agreement; or (ii) state or federal law or regulations preclude their applicability.

18.22 Supplier/Vendor Registration/Conflict of Interest:

a) Supplier/Vendor Registration
The Permittee shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the Permittee's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Permittee's

"County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The Permittee confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in INFORMS at https://supplier.miamidade.gov.

b) Conflict of Interest and Code of Ethics
Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

18.23 County User Access Program (UAP)

Not applicable.

18.24 Prohibition Against Governmental Entity Contracts With Common Carrier or Contracted Carrier
(Use if applicable or delete if not applicable to the Work/Services)

By entering into, amending, or renewing this Contract, including, without limitation a grant agreement or economic incentive program payment agreement (all referred to as "Contract"), as applicable, the common carrier or contracted carrier (collectively referred to as "Carrier" or "Contractor") is obligated to comply with the provisions of Section 908.111, Florida Statutes ("F.S."), "Prohibition against governmental entity contracts with common carriers," etc. as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 908.111, F.S. apply to this Contract.

This compliance includes Contractor providing an attestation that it is not willfully providing, nor will it willfully provide, any service during the Contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. This attention by the

Contractor shall be in the form attached to this Contract as **Exhibit M - Common Carrier or Contracted Carrier Attestation Form** and must be executed by Contractor and provided County when entering, amending, or renewing this Contract. **This Contract shall not be effective unless and until Contractor executes and provides such attestation.**

Additionally, the Contractor acknowledges and agrees that this subsection and the corresponding compliance with the requirements of Section 908.111, F.S., are deemed added to Section 33 of the Contract (**FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**). The Contractor further affirms that if it is found in violation of the required attestation, or of any requirement of the Contractor set forth in Section 908.111, F.S., such violation shall be just cause for immediate termination of the Contract by the County, without opportunity to cure, and exclusive of any procedures to cure set forth in elsewhere in the Contract for other events of default. Such termination shall be effective on the termination date stated in the written notice provided by the County and Contractor shall take all actions provided in Section 23(e) of this Contract. If County terminates this Agreement for cause under this subsection, County shall retain its rights under Section 23(c)-(d) of the Contract to (1) terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees, and (2) debar Contractor from County contracting in accordance with the County debarment procedures.

18.25 Cybersecurity and Information Technology Procurement and Protection Program

All purchases of Cybersecurity Products shall abide by Sec. 2-8.2.6.2 of the Code of Miami-Dade County, *titled* Cybersecurity and Information Technology Procurement and Protection Program. The proposed software and/or hardware shall be produced in the United States, with the following exceptions:

(a) the required Cybersecurity Product is not produced in the United States, or if such required Cybersecurity Product is produced in the United States and it is not of a satisfactory quality to meet the needs of Miami-Dade County;

(b) upon a written recommendation of the County Mayor and approved by a majority vote of the Board of County Commission members present, compliance with the procurement and contracting requirements of Sec. 2-8.2.6.2 of the Code of Miami-Dade County, is not consistent with the best interests of the public; or,

(c) the Cybersecurity Product is purchased from a company or subsidiary that is not on the list of prohibited telecommunications companies in the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Public Law 115-232, as that list may be amended from time.

Permittee's employees who have access to County owned, licensed, or operated Cybersecurity Products shall be subject to Heightened Security Review prior to such employees being granted access to County Cybersecurity Products.

18.26 Federal, State, and Local Compliance Requirements:

As applicable, Permittee shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which

may pertain to the Services required under this Agreement, including, but not limited to:

a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and, implementing regulations at 41 C.F.R. Part 60.

b) Miami-Dade County Small Business Enterprises Development Participation Provisions.

c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.

d) The Davis-Bacon Act, as amended(40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).

e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).

f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".

g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".

h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".

i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).

k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).

l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".

m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".

n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".

o) Any other laws prohibiting wage rate discrimination based on sex.

p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".

q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are “to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs”.

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Permittee is certifying that the Permittee is in compliance with, and will continue to comply with, the provisions of items "j" through "o" above.

The Permittee shall hold all licenses and/or certifications, obtain and pay for all permits and/or

inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Permittee for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Permittee. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Permittee prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Permittee shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Permittee, constitute a violation of any law or regulation to which Permittee is subject, including but not limited to laws and regulations requiring that Permittee conduct its operations in a safe and sound manner.

18.27 Federal Aviation Administration (FAA) Provisions

Compliance with Nondiscrimination Requirements:

During the performance of this Agreement, the Permittee ("Contractor"), for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Attachment B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    i. Withholding payments to the Contractor under the Agreement until the contractor complies; and/or

    ii. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contact Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a Subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

    i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

    ii. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

    iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

    iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

    v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);

    vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);

viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

ix. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);

x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor/Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor/Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

- All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of

the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

18.28 Force Majeure:

Performance by each party shall be pursued with commercially reasonable efforts in all requirements under this Agreement; however, except as otherwise expressly provided herein, neither party shall be liable to the other for any loss or damage for delay due to causes that (i) were beyond the reasonable control and (ii) were not caused by the negligence or lack of commercially reasonable efforts of the affected party or its subcontractors or suppliers. The parties agree that, provided the conditions stated in (i) and (ii) above apply, the following are causes or events of force majeure: acts of civil or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), riot or insurrection, inability to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics and unusually severe floods, or acts or decisions of the Federal Aviation Administration, the Department of Transportation, the Transportation Security Administration, or the Environmental Protection Agency. The party affected shall provide written notice to the other party indicating the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay. The parties agree that the commercial impacts of COVID-19 are currently known to the parties, and that commercial impacts related to COVID-19 shall not constitute force majeure events.

In the event of any delay resulting from such causes, and provided the affected party has promptly notified the other and exercised commercially reasonable efforts as provided herein above, the time for performance under this Agreement (including the payment of monies) shall be extended for a period of time reasonably necessary to overcome the effect of such delay.

18.29 U.S. Soccer Federation 2026 World Cup

The terms of this Contract are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018 pursuant to Board of County Commissioners' Resolution No. R-187-18. In carrying out its obligations under this Contract, the Contractor shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the Airport Agreement. Where the Contractor's rights or obligations under this Contract are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to the Contractor, the terms of this Contract shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Contract, Contractor shall have the right, upon written notice to the County within five (5) days of receipt of notice of such a conflict, to terminate this Contract for convenience; in such termination, the Contractor shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the Contractor does not elect to terminate this Agreement within the time specified herein, this Contract shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

NOTE: The Agreement between Miami-Dade County and the U.S. Soccer Federation is available at: http://www.miamidade.gov/govaction/legistarfiles/MinMatters/Y2018/180129min.pdf

18.30 Human Trafficking

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as the Human Trafficking Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract. This Contract shall not be effective unless and until the Contractor executes and provides such attestation.

The Contractor further affirms that if it is found in violation of the required Affidavit, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

18.31 Survival

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

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IN WITNESS WHEREOF, the County has hereto caused this Permit to be issued and executed by its appropriate officials, which the Permittee by its execution by its appropriate officials hereby accepts, as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF MIAMI DADE COUNTY, FLORIDA

By:_____
Mayor

Attest: Clerk

By:_____
Juan Fernandez-Barquin
Clerk of the Court and Comptroller

(COUNTY SEAL)

PERMITTEE (If Individual or Partnership):

Name:_____

By:_____
Signature

_____
Print Name

Title:_____

PERMITTEE (If Corporation):

Name: LONNIE FINE

By: _____
President

LONNIE FINE
Print Name

Attest:_____
Corporate Secretary

_____
Print Name

(CORPORATE SEAL)

WITNESSES TO ABOVE SIGNATURE:

_____
Signature

_____
Print Name

Lillian Alfano
Signature
Lillian Alfano
Print Name

Approved as to form and legal sufficiency

_____
Assistant County Attorney

LILLIAN ALFANO
Notary Public
State of Florida
Comm# HH361303
Expires 2/12/2027

APPENDIX A
SCOPE OF SERVICES

2. GENERAL

Permittee shall provide a full range of general aeronautical services to commercial aircraft operators and airlines operating at Miami International Airport (MIA) through contractual arrangements between the Permittee and the aircraft operators and air carriers.

2.1 INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA) SAFETY AUDIT FOR GROUND OPERATIONS (ISAGO)

As a condition of award, Permittee must provide evidence that it is currently designated or has applied for the International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO) designation.

(A) Permittee in the process of obtaining the ISAGO designation shall provide a letter from IATA to evidence that it is currently undergoing the ISAGO designation audit process, specifying the stage of the audit process for the referenced designation. The Permittee must obtain the ISAGO designation for MIA within twelve (12) months of award. Failure to obtain the ISAGO designation within the twelve-month period shall entitle MDAD in its sole discretion to (i) revoke the Permit, (ii) suspend the Permit until the designation is obtained, or (iii) extend the twelve-month period for good cause shown.

(B) Permittee that currently possess the ISAGO designation in another airport, but not at MIA, must obtain the ISAGO designation at MIA within six (6) months of award. Failure to obtain the ISAGO designation for MIA within the six-month period shall entitle MDAD in its sole discretion to (i) revoke the Permit, (ii) suspend the Permit until the designation is obtained, or (iii) extend the six-month period for good cause shown.

2.2 SCOPE OF SERVICES

2.2.1 The scope of services is as follows:

(A) Required Services: The Permittee shall have the nonexclusive right to provide and the obligation to offer to provide, under separate written contract(s) with commercial aircraft operators and airlines, the following aeronautical support services, subject to the limitations and conditions contained herein, at any location on the Airport.

1. Ticket Counter and Operations Services - Providing for the handling of passengers at the ticket counters, including the furnishing of linguists as required for the assistance of passengers, the sale and verification of tickets, weighing of baggage, and the operation of an information, communications, and operations office for the air carriers with whom the Permittee has contracted to supply such services. Any servicing of air carriers on the ticket counters and the use of baggage makeup units will require that the Permittee utilize the Department's Common Use Terminal Equipment (CUTE) Contract L-10047 and abide by the Department's Ticket Counter Allocation Policy (Exhibit 1).

The Department will enter into a separate agreement with the Permittee, at prevailing multi-user rates, when such ticket counter space is made available by the Department and leased to the Permittee. The Permittee must use the Department's Local Departure Control System (LDCS) when servicing air carriers on ticket counter space made available by the Department and leased to the Permittee.

2. Passenger Services – Preparing baggage and cargo clearance documents, arranging in-flight meals with persons or companies authorized by the Department to provide such meals, and providing assistance to disabled passengers. Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding individuals with disabilities including but not limited to applicable requirements of the Americans with Disabilities Act (ADA) and the Air Carriers Act.

3. Ramp Services - Towing of aircraft, positioning of aircraft, the safe and efficient loading and unloading of passenger, use of passengers loading bridges (PLBs), cargo, baggage, and mail to and from aircraft at the terminal building area or at hardstand positions (unless otherwise specifically authorized in the Permit), cleaning of aircraft (including cabin services stocking and restocking), delivery of cargo, baggage, and mail to and from aircraft as well as to other locations on the Airport authorized by the Department, providing aircraft utility services such as air start and cabin air, as well as the guiding of aircraft into and out of Airport loading and unloading positions. Permittee must have its own General Service Equipment (GSE), (pay movers, baggage tugs, stair truck, tow bars, carts, dollies, belt loader, cargo loaders, etc.), for the schedules and number of aircraft that they are contracted to handle. The Permittee must provide new or like new wheelchairs.

4. Porter Assistance Services - Handling and transportation, through the use of porters or other means, of baggage and other articles of passengers of contracting airlines or aircraft operators, upon request of the passengers, in the public access areas of the Airport terminal building, concourses, gates and the MIA Rental Car Center. Wheelchairs, including wide and aisle wheelchairs, must be available upon request. It is the preference of the County that wheelchair have docking station/corralling space saving and storage capabilities (refer to Exhibit 2). Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding people with disabilities, including but limited to applicable requirements of the ADA and the Air Carriers Act.

5. Dispatching and Communications Services – Each Permittee must be able to provide its own ground-to-aircraft radio communication services, issuing flight clearances, sending and receiving standard arrival, departure, and flight plan messages with appropriate distribution of received messages, as well as the calculation of fuel loads and take-off/landing weights and weight and balance for aircraft.

6. Meteorological Navigation Services - Providing weather information based on the analysis and interpretation of the latest charts, providing prognostic weather charts, and providing information for en-route aerial navigation as specified in Aircraft Dispatcher FAA Requirements, 14 CFR Part 65.

(B) Support Services: The Permittee shall have the nonexclusive right to provide and the option of offering, under separate written contract(s) with commercial aircraft operators and airlines, the following support services subject to the limitations and conditions contained herein:

1. Providing personnel, equipment, and materials to clean the exclusively leased facilities of air carriers with whom the Permittee has contracted to provide the aeronautical services authorized herein. Cleaning services include, but are not limited to, floors, walls, window, furniture, fixtures and disposal of waste. All waste disposal receptacles shall be of a type and located in areas approved of in writing by the Department prior to installation.

2. Providing delayed baggage services for air carriers and aircraft operators, subject to the operating rules and regulations of the Department for such service providers.

3. Providing security services to include, but not limited to, positive bag check in the baggage claim areas.

4. Providing non-ramp cargo services to include cargo acceptance, cargo documentation of airway bills, cargo freighter ramp handling. Note: In-warehouse cargo handling operations require a separate permit and are not allowed under the services offered hereunder. This prohibition does not apply to services for passenger aircraft at hardstand positions assigned by MDAD's Airside Division.

(C) Personnel

1. General Manager: The Permittee shall hire and assign a full-time General Manager to be present in the Airport during normal working hours of 8AM to 5PM and such other managers and supervisors as may be required. The General Manager shall be qualified and experienced in the management and control of the services required to be performed hereunder. The General Manager shall be delegated sufficient authority to insure proper performance by the Permittee, in accordance with the terms and conditions of this Permit and to accept service of all notices provided for herein.

2. The Permittee shall properly control its employees, who shall present a clean, neat and professional appearance at all times, discharge their duties in a cooperative, courteous and efficient manner, and be suitably uniformed, and shall require all personnel to wear visibly on their person, at all times while on duty, a distinctive name tag identifying the individual by name, employee number and title, if appropriate, and as an employee of the Permittee and the Department issued identification badges.

(D) Equipment Requirements: The Permittee must be able to provide the required amount of ground equipment to handle the contracts they obtain. All equipment must be in good working condition in accordance with the requirements set forth in Miami-Dade County Code, Chapter 25, and be suitable for the services required in the Permit.

(E) Amendment of Permittee Obligations: In recognition that the nature of the aviation industry is rapidly changing and that new technology and operating methods and practices may evolve during the term of the Permit, the Department may, in writing, amend the description of required and support services contained in Subsection (A) and (B) above, and authorize and require additional aeronautical services not contemplated or known as of the date of this Solicitation.

2.2.2 FAA Aircraft Dispatcher Certifications:

The Permittee is required to provide the Miami-Dade Aviation Department on a continuous basis (throughout the term of the Permit), copies of all required FAA Aircraft Dispatcher certifications for all employees performing meteorological, navigation and dispatching services.

NOTE: Except as otherwise prohibited in the Permit, Subcontractors are allowed.

2.3 PAYMENTS TO THE COUNTY

As part of the consideration for the Permit, the Permittee, as consideration for the rights and privileges granted the Permittee, shall on a monthly basis report and pay the County the amount of seven percent (7%) of its monthly Gross Revenues, as defined in Article 3.06 of this Permit.

2.4 EMPLOYEE SATISFACTION

The County desires that employees of the Permittee are aligned with the Airport's mission of providing best in class customer service to its passengers and tenants. The County believes that satisfied and motivated employees provide a better class of service than employees who are dissatisfied with their employment. Accordingly, the County desires that the Permittee will undertake concrete actions to generate a highly motivated, satisfied work force. The County acknowledges that the Permittee may use multiple individual methods to generate motivated, satisfied employees, and nothing in the RFQ required that the Permittee utilize or proffer any particular method. However, as employee satisfaction is a material basis of this procurement, the County expects the Permittee to, at a minimum, maintain the methods proffered as part of its Proposal for the term of the permit. See attached Appendix A1 – Employee Satisfaction incorporated as an attachment to this Contract.

To the extent that a Permittee voluntarily proffered to provide employment conditions beyond the statutory minimums as part of its demonstration of employee satisfaction, those proffered conditions shall be incorporated into this Permit, as such proffer is a material and voluntary inducement to the County entering into such Contract. See attached Appendix A1 – Employee Satisfaction incorporated as an attachment to this Contract. After award of the Permit, in the event Permittee materially reduces or diminishes the employment conditions from those described in its Proposal, the County's share of Permittees' Gross Revenues shall be increased from 7% to 12% of the Gross Revenues earned during the period that such reduction or diminishment is effective, except where employment conditions are changed pursuant to the enactment or revision of a collective bargaining agreement. Nothing in this section requires the Permittee to offer employee benefits in excess of the minimums provided in state or federal law.

Nothing in any Permit issued to the Permittee shall mandate the provision of employee benefits in excess of state or federal law. After award, the Permittee's determination to provide the benefits proffered in its Proposal in exchange for the County claiming 7% of its gross revenues, or providing lesser benefits in exchange for the County claiming 12% of its gross revenues shall be at the Permittee's sole discretion and commercial judgment.

To the extent that a Permittee voluntarily proffered wages as part of its demonstration of employee satisfaction, the Permittee shall abide by and remain compliant with those wages submitted as part of its Proposal for the term of the permit and ensure that its subcontractor(s) abide by and remain compliant with its proffered wages for the term of the permit. See attached Appendix A1 – Employee Satisfaction incorporated as an attachment to this Contract.

2.5 TRANSITION PERIOD

It is in the County's best interests to ensure that MIA's operations are not interrupted or hindered by changes in its workforce every time an airline changes its service contractor, or when a service contractor contracts out work to a subcontractor, changes subcontractors, or in-houses previously subcontracted work. The hiring process for the transition period shall be in the following order as further described below:

2.5.1 Right of First Refusal of Employment

The Permittee and its subcontractors shall, except as otherwise provided herein, in good faith offer employees employed under the predecessor Permit whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified; **thereafter,**

2.5.2 Worker Retention

Establishing a **worker retention requirement** enables a transition period where employers are able to retain the existing workforce, making it less likely for the Airport to suffer a decrease in the quality of services or experience service disruptions due to losing experienced workers.

The Permittees shall extend written offers of employment to the employees of the immediately preceding Permittee or its Subcontractor at the Airport and retain such employees for a period of forty-five (45) calendar days unless the Permittee determines and demonstrates to the County that such employees are unnecessary for the provision of services. If the Permittees determine that one or more additional employees are needed for the provision of Services during the initial forty-five (45) day period, then it must first offer employment, in writing, to any qualified employees of the immediately preceding Permittee. Employees may be terminated for cause within the forty-five (45) day period. After the conclusion of the forty-five (45) day period, continued employment may be under the terms and conditions established by the Permittees or as required by state or federal law. Permittees shall additionally require their Subcontractors to adhere to the

same requirements when the Permittee subcontracts work it had previously performed through its own employees, and when the Permittee changes Subcontractors.

Within 45 calendar days of the expiration of the Contract, the Permittees shall provide a list of its employees and employees of each of their Subcontractors and their contact information, date of hire, and hours worked per week to the County. The Permittee shall include the foregoing language in its contracts with any Subcontractors. The County may request from the Permittees the aforementioned executed documents from the Permittee to determine compliance with the requirements of this paragraph. In the event of any failure by Permittee to comply with this worker retention requirement, the County shall provide written notice of such noncompliance. If the Permittee does not achieve compliance with this provision within thirty (30) calendar days following the County's written notice, then written notice of termination may be provided by the County. The provisions hereof shall not apply to the extent: (i) they are superseded by a collective bargaining agreement; or (ii) state or federal law or regulations preclude their applicability.

2.6 REQUIRED TRAINING

The Permittee shall incorporate an ongoing program related to recruitment, selection, promotion and training of Permittee staff. Training should include customer service, sensitivity training, and quality control. Permittee will be required to have all employees dealing directly with the public (passengers, customers, etc.) to complete the **Miami Begins with Me Customer Service Champion Program**, provided by the Greater Miami Convention & Visitors Bureau, through Miami Dade College School of Continuing Education & Professional Development (305-237-7494) or at npineda@mdc.edu) which is paid for by MDAD.

In addition to any other employee training required under applicable Federal or State law or regulations, all Permittees shall provide a 16 hour safety training to all of their employees providing services. The initial training shall be completed within sixty (60) calendar days of hire for new employees. Employees who are already providing services on the Effective Date shall complete the required training within sixty (60) calendar days of the Effective Date of Permit award. Following the initial training, each employee shall be provided annually with an eight (8) hour refresher training. Such trainings shall be provided by the Permittee at no expense to the employee. All employees shall be compensated by the Permittee at their regular hourly rate for the time spent participating in the trainings. The trainings shall cover, without limitation, the following subjects:

A. Trainings must satisfy the following criteria:

1. Provided by an MDAD-Approved Safety Training Provider at no expense to the employee.
2. A course that is effective and interactive. The terms "effective and interactive" shall mean:
   a. A combination of in-person classroom instruction and,
   b. Delivery in a setting removed from the employee's daily duties

3. Use of audio, video or computer technology to complement and support classroom instruction and to supplement training.
4. Composed of both didactic and practical applications, including hands-on, experiential learning that allow employees to practice skills learned such as providing assistance to passengers with disabilities, lifting heavy objects.
5. Completed in manageable increments that support learning (A summative assessment component is recommended followed by evaluation surveys of the instructors or learning program).
6. Conducted in a manner that fosters a full understanding of the content and intent of the curriculum.
7. Provided training materials for employees shall be appropriate in content and vocabulary to the language, educational level and literacy level of the employees receiving the training.
8. Trainings must be reviewed and approved by the Joint Labor Management Workplace Safety Committee (See Section 2.7.D herein).

B. Requirements for Safety Training Providers

- Permittee should identify trained personnel or training providers with the following qualifications (qualifications may be satisfied by utilizing more than one provider or instructor):

  1. At least 3 years of demonstrated experience in providing experiential health and safety training for service workers.
  2. At least 5 years of demonstrated experience in providing adult workplace educational instruction, which includes:
  3. Cultural competence and fluency in the language or languages that the relevant employees understand.
  4. Certified Industrial Hygienist (CIH) or Certified Safety Professional (CSP).

- In order to be approved by MDAD, the Permittee shall submit a copy of the proposed curriculum(la) to MDAD. The curriculum(la) shall be in a form prescribed by MDAD and shall include, but not be limited to:

  1. A chronological listing of topics, including the date, time and number of hours allotted to each topic; and
  2. The names of the safety training instructor(s) and the type of instructor certification(s) held, and provide MDAD with resumes demonstrating the Permittee's supervisory personnel meets the Occupational Safety and Health Administration (OSHA) "Requirements for Safety Training Providers".
  3. Indicate which instructors are instructing which modules.

  When/if MDAD makes the determination that the training has satisfied all criteria, MDAD shall provide written approval, in a standard form to be developed by MDAD, indicating that training may commence.

- Permittee shall submit the following information as proof of compliance to MDAD on the fifteenth (15th) day of every third calendar month:

1. A list of all employees, indicating which of those employees were hired during the previously completed three (3) calendar months;
2. A list of all employees that received a certificate of completion for an approved forty (16) hour safety training during the previously completed (3) calendar months;
3. A list of all employees that received a certificate of completion for an approved eight (8) hour safety refresher training during the previously completed (3) calendar months.
4. Records must include the employee's name, job function, date the employee began working at MIA, date employee is no longer at MIA, and the date, hours, method of delivery and subject of each training class.
5. Training reports with all of the above data must be submitted to MDAD in electronic format.
6. Training records must be retained for three (3) years and are subject to audit by MDAD.

2.7 JOINT LABOR MANAGEMENT WORKPLACE SAFETY COMMITTEE

Nothing in this section shall be deemed to diminish the rights, privileges, or remedies of any employee under any collective bargaining agreement.

2.7.1 Expectations of Established Committee

The County desires that employees of the Permittee are aligned with the Airport's mission of providing best in class customer service to its passengers and tenants, and believes that mechanisms for addressing on-site safety concerns leads to more satisfied employees and better customer service. It is thus the County's desire that the Permittee should allow employees to establish and administer a Joint Labor-Management Workplace Safety Committee preferably as follows:

Each workplace safety committee should ideally be composed of employee and employer designees, provided at least two-thirds (2/3) are non-supervisory employees. Permittee employee members of the committee should be selected by, and from among, non-supervisory employees. Committees should be co-chaired by a representative of the employer and non-supervisory employees. Where there is a collective bargaining agreement in place, the collective bargaining representative should be responsible for the selection of employees to serve as members of the committee. Committees representing geographically distinct worksites may also be formed as necessary.

No Permittee should interfere with the selection of employees who should serve on such committee or who serve as the workplace safety designee or with such employees' performance of the duties authorized under this section.

Each workplace safety committee and workplace safety designee of the Permittee should be authorized to perform the following tasks, including but not limited to:

(a) Raise health and safety concerns, hazards, complaints and violations to the employer to which the employer must respond.

(b) Review any policy put in place in the workplace required by any provision of this chapter or any provision of the workers' compensation law and provide feedback to such policy in a manner consistent with any provision of law.

(c) Review the adoption of any policy in the workplace in response to any health or safety law, ordinance, rule, regulation, executive order, or other related directive.

(d) Participate in any site visit by any governmental entity responsible for enforcing safety and health standards in a manner consistent with any provision of law.

(e) Review any report filed by the employer related to the health and safety of the workplace in a manner consistent with any provision of law.

(f) Regularly schedule a meeting during work hours at least once a quarter. Employers should permit safety committee designees to attend a training, without suffering a loss of pay, on the function of worker safety committees, rights established under this section, and an introduction to occupational safety and health.

Any employee who participates in the activities or establishment of a workplace safety committee should not be subject to retaliation, including, but not limited to, discharge, suspension, or demotion by an employer of an employee or any other adverse employment action taken by an employer, his or her agent, or any other person for any actions taken pursuant to their participation.

Permittees are not required to have a safety committee that complies with this Section, and may proffer alternate safety forums for consideration by MDAD.

2.7.2 Changes in Established Committee

At any time during the term of the Agreement and any extensions of such term if, in MDAD's opinion, the Permittee material alters reduces or diminishes employee involvement in the safety committee as proffered in the Proposal, the County's share of Permittee's Gross Revenues shall be increased from 7% to 12% of the Gross Revenues earned during the period of such reduction or diminishment is effective, except where involvement is changed pursuant to the enactment or revision of a collective bargaining agreement.

Nothing in this section requires the Permittee to offer a safety committee, or a safety committee consistent with the County's desires. Nothing in any permit issued to the Permittee shall mandate the existence of a safety committee, and the Permittee determination to provide the benefits proffered in its Proposal in exchange for the County claiming 7% of its gross revenues, or providing lesser benefits in exchange for the County claiming 12% of its gross revenues shall be at the Permittee's sole discretion and commercial judgment.

2.8. INCREASE OF COUNTY SHARE OF GROSS REVENUES

The County is willing, as the proprietor of the Airport, and as a commercial matter, to trade better customer service for a lower share of Permittee's gross revenues. The County believes that potential passengers and tenants make choices as to which airports to utilize based in part on the

customer service they are provided at the Airport, including by Permittees. Better customer service leads to more customers and therefore greater revenues for the County. Motivated, satisfied employees provide better customer service to passengers using Miami-International Airport. Where a Permittee makes choices with respect to its employees which the County believes will result in worse customer service, and thus, lower ultimate revenues for the County, the County desires as a commercial matter a greater share of Permittee's Gross Revenues to offset this potential revenue loss. Accordingly, in the event that, following award of a Permit, and due to the choices of Permittee to diminish or change employment conditions or any safety committee, the County shall thus be entitled to a greater share of 12% of Gross Revenues as described in sections 2.4 and 2.7.2 above.

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APPENDIX A1
EMPLOYEE SATISFACTION

17. Right of First Refusal of Employment
    a. We are in discussions with the 32BJ Union which includes a section on right of first refusal during contract transitions. We recently went through this when we transitioned the Aerolineas Argentinas full handling contract. We agreed to offer all current employees of the outgoing company assigned to that contact a position with Triangle and we maintained over 90% of the staff; at wages and benefits that were comparable to their existing wages and benefits at the time of the transition. We agree to work very closely with the outgoing provider, ideally, we will be present when the outgoing provider makes the announcement to their staff that there is a contract change. We would like to be present so we can immediately explain how the process will work. When and where we will start the onboarding process so they can fill out applications and get SIDA badges transitioned, etc.
    b. We would like to be present to answer any questions they may have, some of which will be about the new company, and some will be about the old company, like accrued vacation time, etc.
    c. We also ask the outgoing company for current pay rates, training records, etc.
18. Minimize environmental impact (See Appendix 8)
19. Required Training (See Appendix 7) – As the first ground handler at MIA to become ISAGO certified, we take Safety very seriously. We fully support the required training for Safety and believe our plan will demonstrate how we will help MIA be one of the nation's safest airports.
    a. Description of the Safety Training to be offered and the contact information of the Approved Safety and Training Provider and certified trainers.
    b. List of qualifications for training providers/personnel.
    c. List of courses/training to be offered and frequency of courses.
    d. List of materials to be provided for the training.
    e. Sample curriculum of the training course
20. Joint Labor Management Workplace Safety Committee
    a. See included Attachment Appendix 5.
21. Employment Conditions Section 2.4 - Please see Attachment B (included) which details our employment conditions.
    a. Triangle takes employee satisfaction very seriously. In addition to providing competitive wages and benefits, we believe the work environment and culture is what truly drives employee morale and satisfaction. We think we see the benefits to this approach in the results. Our MIA fulltime employee group has 41.18% of employees with greater than 5 years of service and 33.33% with greater than 10 years of service.

b. Triangle takes steps to focus on underrepresented groups when recruiting and hiring at MIA. This includes the station's leadership and HR team, as well as all frontline areas.
c. Culture in the workplace starts with the company leadership. The MIA leadership team understands that they are the difference makers when it comes to the culture in the station. We work very closely with the leaders at all levels in the station to ensure they make the right decisions with employees whether it is coaching and disciplinary actions or development and promotion opportunities.

22. Triangle Services is committed to maintaining the highest standards of workplace safety and providing a safe and accessible working environment for all employees. As detailed in our Safety Management System (SMS), we have developed comprehensive procedures and protocols aimed at promoting safety, managing risks, and ensuring compliance with industry regulations, including the Occupational Safety and Health Administration (OSHA) standards. See Attachment A Response Appendix 6 for full details.
23. Triangle agrees to abide by MDAD's Living Wage requirements for all frontline personnel as we have done since we started operations at MIA in 2007. Specialty positions, leadership roles, and roles with additional responsibilities beyond frontline staff have higher payrates as we outline in Attachment B provided.
24. Today, Triangle's percentage of employees that are full-time to part-time is 43.59% full-time and 56.41% part-time. Our plan going forward may change as our staffing levels are driven by airlines' flight schedule, load factors, seasonal variations, and other factors. We will continue to provide plenty of notification to employees whenever there are schedule changes.
25. Triangle will continue to subcontract out various services to qualified LDBEs as we have always done. The most common services that we utilize qualified LBDEs for are wheelchair services, porters, unaccompanied minor escorts, and skycaps.
    a. We also look to use qualified LDBEs for services such as GSE maintenance, GSE procurement, and even uniform provider when possible. These services are not as common as the above services, but we do look for opportunities when we can use them
    b. This year Triangle made significant capital investments that allowed a qualified LDBE to enter a completely new field of work for them. EFCO, an LDBE, is now our GSE fueling provider. They would not be in that business if we had not supported them and made the investments we did. We believe so much in this program that we continue to look for opportunities where we can help our partner LDBEs expand their role.
26. Today, 94.52% of our MIA workforce resides within Miami-Dade County. We provide training for all employees per our training standards that allow the employees to work for Triangle and the airlines we service. Triangle's plan to provide job

Chapter 5: Safety Committee

5.1 Purpose

This protocol establishes the requirements and guidelines for the Triangle Services Aviation Division Safety Committee. The purpose of this committee is to ensure representation of Executive, Managerial, Supervisor and non-Supervisory personnel in safety-related matters. The goal is to ensure a collaborative and proactive approach to workplace safety, allowing personnel at all levels within the Aviation Division to contribute to improving safety standards.

5.2 Composition

The safety committee shall be composed of the following personnel:

a. Senior Vice President, Aviation
b. Corporate Director of Safety
c. Director of Stations
d. Aviation Division Safety Director
e. Station Managers
f. Safety Managers/coordinators
g. Training Managers/coordinators
h. Ramp/PAX managers/supervisors
i. Designated non-supervisory representatives to include operations personnel, maintenance personnel and administrative personnel

5.3 Safety Committee Meetings

The Safety Committee will meet formally and informally to ensure all identified safety issues are addressed, corrected as required and corrective actions are monitored to ensure effectiveness.

5.3.1 Formal Safety Committee Meetings

Formal Safety Committee meetings are planned meetings scheduled on the second Tuesday of each month. All members of the Safety Committee are invited and encouraged to attend the meetings. The agenda for these meetings will be:

a. Review of safety reports and informal safety committee meetings
b. Review of injury reports and injury metrics
c. Review of cargo reports
d. Review of airline safety reports
e. Review of regulatory violations, regulatory requirements, and external (client) audits.

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f. Review of Internal inspection findings
g. Review of corrective actions for previously identified safety issues
h. Review of all new safety standards and protocols

5.3.2 Informal Safety Committee Meetings

Informal Safety Committee meetings are unplanned meetings that are held between non-supervisory personnel and members of the station management. Non-supervisory personnel are encouraged to utilize the established safety reporting procedure detailed in section 1.2.3.3 of this manual. However, non-supervisory personnel may also report safety concerns by providing information to their non-supervisory employee representative for presentation to the station management team in an informal safety committee meeting. Informal safety committee meetings shall focus on identifying and correcting safety issues and shall not focus on the identity of employees or disciplinary actions.

Any issue that an employee may deem to be a safety issue or hazard can be addressed through this informal meeting format. All issues presented to the station management team by the employee representative will be discussed and a proper response will be made to all employees through the release of a safety bulletin or safety alert, in accordance with section 1.4.3.4 of this manual.

5.4 Non-Supervisory Employee Representatives

The Non-Supervisory Employee Representative plays a critical role in the Safety Committee as a voice for their peers, contributing to the enhancement of workplace safety standards. Selected by fellow non-supervisory employees, the representative ensures that the concerns, perspectives, and safety-related suggestions of frontline workers are considered in safety policies and practices.

5.4.1 Key Responsibilities:

a. Advocate for non-supervisory employees: The representative is tasked with raising health and safety concerns, hazards, complaints, and violations observed or experienced by non-supervisory personnel to the employer
b. Policy Review and Feedback: The representative participates in reviewing workplace safety policies, including those mandated by the Triangle Services Quality and Safety Manual and workers' compensation laws. They provide feedback and recommendations to ensure these policies address the practical safety needs of non-supervisory employees.
c. Participation in Inspections: The representative plays an active role during safety inspections conducted by government agencies, ensuring that the non-supervisory employees' perspectives are represented.
d. Regular Meetings: The representative attends and contributes to monthly Safety Committee meetings, ensuring that the concerns of non-supervisory employees are discussed and resolved.
e. Training and Development: The representative shall receive training on occupational safety and health, as well as on the rights and responsibilities associated with serving on the Safety

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Committee. They are expected to utilize this knowledge to enhance safety practices within the organization.

5.4.2 Selection Process

a. The Non-Supervisory Employee Representatives are elected by their peers and must be non-supervisory employees within the organization.
b. The station management team is not involved in the selection process, ensuring a transparent and independent process that truly reflects the interests of the workforce.
c. There are no limitations on the number of non-supervisory Employee Representatives designated at each station. Each station must have at least one designated representative but are encouraged to have multiple representatives to ensure easy access to the representatives by all non-supervisory employees on all shifts.
d. Selected non-supervisory employee representatives will become active members of the Safety Committee upon completion of the training requirements detailed in section 5.4.5 of this chapter.

5.4.3 Role in Decision-Making

a. The representative serves as a co-chair of the informal Safety Committee Meeting process, sharing leadership responsibilities with the management representative.
b. They actively participate in reviewing safety reports, policies, and incident findings, ensuring that non-supervisory employees' concerns are addressed in all decision-making processes related to safety during informal and formal Safety Committee meetings

5.4.4 Protection from Retaliation:

The representative is protected from retaliation, ensuring they can perform their duties without fear of disciplinary action, discharge, or any form of adverse employment consequences.

Training Requirements for Employee Designees

a. All non-supervisory employee designees will undergo specific training to ensure they understand their roles and responsibilities, which include:
b. Completion of the OSHA 10-hour general industry certification. Employees that have previously completed this training within the past 36 months and can provide documentation of this certification have met this requirement. The OSHA 10-year training course is required to be completed every 36 months to continue as an employee designee.
c. Understanding workplace safety hazards: Recognizing common risks and potential hazards in their specific workplace.

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d. Effective communication: How to raise concerns or report safety issues to the employer in an effective and collaborative manner.
e. Committee functions and decision-making: Understanding how the committee operates, how to co-chair meetings, and how to review policies and safety reports.
f. Participating in safety inspections: Understanding the role of committee designees in external compliance safety inspections.

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RESTATED

Attachment B - Employment Conditions Questionnaire

Instructions: Only proposers who are seeking to demonstrate employee satisfaction by providing information regarding wages or employment conditions should fill out this Attachment B. Proposers who choose to demonstrate employee satisfaction through alternate methods are not required to fill out this form. Proposers utilizing this form shall provide information only as to those categories of information the proposer is choosing to proffer.

(a) Wages

For every hourly/ non-exempt employees job classification the Proposer intends to employ at the Airport, please indicate the number of employees in that classification; the starting wage, highest wage and median wage; percentage of employees employed 30 hours per week or more; any scheduled pay increases for the next year, and whether they are annually recurring; and the number of employees with over one year of seniority:

Job title	# of employees	Starting wage	Highest wage	Median wage	% employed 30 hours/week or more	Scheduled pay increase(s) for FY 2024?	Will Proposer provide this increase every year of the GASP?	*# employees with 1 year+ seniority*
Supervisor Ramp	17	22.66	31.54	23.23	**70.59%**	10/12024	☒ **Yes** □ no	**16**
Manager PAX	**4**	27.46	32.24	30.06	**50.00%**	10/12024	☒ **Yes** □ no	**3**
Aviation Duty Manager	**5**	27.46	27.46	27.46	**60.00%**	10/12024	☒ **Yes** □ no	**5**
Warehouse Cargo Agent	**5**	20.63	24.24	23.10	**60.00%**	10/12024	☒ **Yes** □ no	**5**
Ramp Agent	**170**	20.34	21.50	20.35	**47.65%**	10/12024	☒ **Yes** □ no	**116**
Ramp Lead Agent	**18**	21.50	24.06	21.93	**33.33%**	10/12024	☒ **Yes** □ no	**15**
Passenger Service Agent	**97**	20.34	24.06	20.38	**24.74%**	10/12024	☒ **Yes** □ no	**36**
PAX Lead Agent	**10**	21.43	26.83	22.72	**60.00%**	10/12024	☒ **Yes** □ no	**6**
PAX Supervisor	**9**	23.30	30.13	24.48	**22.22%**	10/12024	☒ **Yes** □ no	**6**
GSE Technician	**10**	23.38	38.10	28.25	**80.00%**	10/12024	☒ **Yes** □ no	**7**
Supervisor Aircraft Cleaning	**1**	22.66	22.66	22.66	**100%**	10/12024	☒ **Yes** □ no	**1**
AV Manager Safety & Training	**1**	29.17	29.17	29.17	**100%**	10/12024	☒ **Yes** □ no	**1**
Branch Administrator	**3**	28.87	30.51	29.42	**100%**	10/12024	☒ **Yes** □ no	**3**
Administrator	**1**	29.15	29.15	29.15	**100%**	10/12024	☒ **Yes** □ no	**1**

Will the Proposer commit to paying wages and providing annual wage increases at least as high as what is required by the Living Wage Ordinance? NOTE: At the time of this solicitation, the current Miami-Dade Living Wages are $16.51 per hour with qualifying health benefits valued at least $3.83 per hour, otherwise $20.34 per hour. Access the following link for additional information: https://www.miamidade.gov/global/business/smallbusiness/living-wage.page.) ☒ **Yes** □ no

Does Proposer offer longevity bonuses? If so, how much? How many employees receive this bonus?

(b) Health & Retirement Benefits

Does Proposer provide health insurance to employees? ☒ **Yes** □ no

Does the Proposer's health insurance require premium sharing by the employee? ☒ **Yes** □ no

If yes, what is the monthly premium for single coverage? **$86.67**

What is the annual deductible? **No annual deductible for this coverage**

What is the co-payment for a primary care visit? **$50**

How many employees receive health insurance? **All employees who work 30 hours or more per week**

What rate does Proposer pay for health insurance per employee? **$149**

Does Proposer provide a retirement benefit to employees? ☒ **Yes** □ no

What form of benefit? E.g., 401k, etc. **401k**

How many employees receive this benefit? **All Employees**

Proposer's contribution, if any, to retirement program: **No Employer Match to the 401k**

(c) Paid Leave

Does Proposer provide paid sick days? ☒ **Yes** □ no

Sick days per year: **4**

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): **N/A**

Does Proposer provide paid vacation days? ☒ **Yes** □ no

Vacation days per year: **5**

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): **N/A**

If Proposer provides one pool of leave time for both sick and vacation leave, (Paid Time Off – PTO), rather than separate pools, please indicate number of combined leave days: **N/A**

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): **N/A**

(d) Fringe Benefits

Does Proposer provide employees with a uniform allowance: ☒ **Yes** □ no

Value of uniform allowance: $**92** per **YEAR** month/**YEAR**/etc.

Is the uniform allowance provided to all employees? ☒ **Yes** □ no If not, please explain:
Does Proposer provide any other economic benefits?:

- Paid parking ☒ **Yes** □ no
- Flight benefits ☒ yes □ no
- Other, please explain below:

(e) Breaks

Does Proposer provide employees a paid meal break? ☒ **Yes** □ no

Does Proposer provide a break area for employees? ☒ **Yes** □ no

(f) Health and Safety Protections

Within the last ten years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance? □ yes ☒ **No**

What is your firm's experience modification rate? **1.02**

Does Proposer meet all applicable federal Occupational Safety and Health standards? ☒ **Yes** □ no

(g) Collective Bargaining Agreement & Labor Peace

Does Proposer have a labor peace agreement with any union that represents or seeks to represent Miami international Airport employees? ☒ **Yes** □ no

Does the Proposer have a Collective Bargaining Agreement (CBA) with a union for any or all of its employees at Miami International Airport? □ yes ☒ **No**

Which employees does it cover? **N/A**

Link to the CBA if available on-line: **N/A**

(h) Anti-Retaliation

Does Proposer commit to not retaliating against any employee, including employees of any subcontractor, for notifying the County, an enforcement agency, or other party about the Proposer's or Proposer's subcontractor's noncompliance with any wage, anti-discrimination, paid leave, or other workplace standards laws, including by discharging, reducing hours or compensation, otherwise discriminating against the employee? ☒ **Yes** □ no

(i) Subcontractors' Compliance

How will the Proposer monitor subcontractors for compliance with wage, anti-discrimination, health and safety, and other workplace laws? Please describe the steps Proposer will take in the space provided below.

Ensuring the subcontractor provide supporting documentation showing they are following all state and federal workplace laws such as wages, anti-discrimination and health and safety. Ensuring all other workplace laws are adhered to by monitoring invoices and other relevant documentation from subcontractors. All future agreements with subcontractors will include language that they will comply with these requirements.

If the Proposer has contracted or plans on contracting with a subcontractor to provide any Airport services, the Proposer and the Subcontractor(s) shall complete and submit this questionnaire as an attachment.

ATTACHMENTS

General Aeronautical Service Permits (GASP)
to Commercial Aircraft Operators and Airlines

NONEXCLUSIVE GENERAL AERONAUTICAL SERVICES PERMIT, MIAMI INTERNATIONAL AIRPORT, MIAMI, FLORIDA

made as of the _ day of__ _____ in the year **Two Thousand** and _____

Between the County: **Miami-Dade County Florida**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the "County", which shall include its officials, successors, legal representatives, and assigns.

And the Permittee: **Ultra Aviation Services, Inc.**

Which term shall include its officers, partners, employees, successors, legal representatives and assigns.

Description of the Project: The scope of services for these Permits will include, but may not necessarily be limited to, the following aeronautical services namely Ramp, Porter Assistance, Passenger Dispatching and Communications, Meteorological Navigation, Ticket Counter and Operations Space, Janitorial Delayed Baggage, and Security Services for Commercial Aircraft Operators and Airlines at Miami International Airport as more specifically described in these documents, as more specifically herein.

Preclusion: The Permittee may not subcontract any services awarded under this Permit to any other Permittee awarded as a result of Solicitation RFQ ENV0000202.

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APPENDIX A: Scope of Services

APPENDIX A1: Employee Satisfaction

ATTACHMENTS

EXHIBIT A: Two-Year Passenger Traffic at MIA for fiscal years 2020/21 and 2021/22

EXHIBIT B: Commercial Flight Operations and Passengers by Airlines for fiscal years 2019/20, 2020/21, and 2021/22

EXHIBIT C: Reported Gross Revenues of the existing Permittees for the period FYE – September 30, 2022

EXHIBIT D: Summary of Rates, Fees, and Charges for MIA (link)

EXHIBIT E: Standard Form of Terminal Lease
EXHIBIT F: Standard Form of Field Lease
EXHIBIT G: Implementing Order 3-58 – First Source Hiring Referral Program (link)
EXHIBIT H: Monthly Report of Gross Revenues
EXHIBIT I: Payment Security
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EXHIBIT K: Local Developing Business Participation Provisions
EXHIBIT L: Ground and Cargo Handling Operations Policies
EXHIBIT M: Common Carrier or Contracted Carrier Attestation Form

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DEFINITIONS AND RULES OF INTERPRETATION

DEFINITIONS

The following words expressions used in this Permit shall be construed as follows, except when it is clear from the context that another meaning is intended:

A. **AIRLINE USE AGREEMENT (AUA)** shall mean the Agreement between the County and the Signatory Airlines which was adopted in 2018 (revised in June 2023) and establishes the rights and privileges of a Signatory Airline operating at Miami International Airport, including the right for Airlines meeting certain conditions to provide ground handling services to other Airlines. See Exhibit L - Ground Handling Policy for additional details.

B. **AIRPORT or "MIA"** shall mean Miami International Airport

C. **COUNTY:** Miami-Dade County acting through the Department. The term County as used in this Agreement may also mean the Miami-Dade County Board of County Commissioners.

C. **DEPARTMENT**: Miami-Dade County Aviation Department, a department of Miami-Dade County Government, sometimes referred to as MDAD or the Aviation Department, represented by and acting through the Director or her or his Designee(s).

D. **EMPLOYMENT CONDITIONS:** terms under which employees provide their labor to a Contractor, and shall include, but not be limited to: wage rates, insurance, paid sick and vacation leave, retirement benefits, uniform and tool allowances, longevity bonuses, provision of break time, provision of break areas, provision of full time jobs rather than part time jobs, the existence of a labor peace agreement with any union seeking to represent that the Contractor's employees, health and safety protections, and the existence of a collective bargaining agreement, as described in Attachment B - Employment Conditions Questionnaire of Permittee's Proposal.

E. **PERMITTEE(S)** shall refer to the Proposer(s) under Solicitation Request For Qualifications (RFQ) EVN0000202 who enters into a Permit Agreement (Contract).

F. **PERMIT** shall mean a non-exclusive general aeronautical services agreement between the County and the Permittee, including all of its terms and conditions, special and supplemental conditions, associated addenda, attachments, exhibits, and amendments.

G. **LOCAL DEVELOPING BUSINESS** or **"LDB"** means: A business concern that is domiciled in the local area and that meets the revenue limitations, and that is owned and controlled by one or more individuals.

RULES OF INTERPRETATION

A. References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

B. Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

C. The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

D. The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.

E. The terms "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.

F. The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

Permit No.	

NONEXLUSIVE GENERAL AERONAUTICAL SERVICES PERMIT,
MIAMI INTERNATIONAL AIRPORT, MIAMI, FLORIDA

THIS PERMIT ("Permit") is issued as of the _____ day of _____ 20 _____, by THE BOARD OF COUNTY COMMISSIONERS of MIAMI-DADE COUNTY, FLORIDA, ("County"), to **ULTRA AVIATION SERVICES, INC.** a **FLORIDA** corporation, authorized to do business in the State of Florida, ("Permittee") subject to the following terms and conditions, which the Permittee, by its execution hereof, hereby accepts.

ARTICLE 1
Term

1.01 Term: The County hereby grants to the Permittee, for a term commencing at 12:01 AM on _____(the "Effective Date") and ending on _____, unless otherwise terminated or extended as may be provided for herein, the nonexclusive right, privilege and obligation to provide nonexclusive general aeronautical services, as more fully described in Appendix A hereof, at the Airport.

Notwithstanding the foregoing, in order to ensure that there is no disruption in services during the transition from the existing to the newly awarded Permittees, once the Board awards the Permit(s), the County will provide not less than a forty-five (45) calendar day cancellation notice in writing to the existing Permittees. During this cancellation notice period, the newly awarded Permittee shall acquire the minimum required ramp equipment at MIA, fully train all personnel, and obtain the necessary security clearances for all employees so that the Permittee may provide the Required and Support Services commencing on the Effective Date. Failure to comply with the terms of this provision may result in the Permittee's forfeiture of the Proposal Guaranty and/or the County may take such other actions as provided by law. There will be no monetary payments during this transitional period for the newly awarded Permittee and no services shall be provided by the Permittee until the Effective Date of the new permits.

1.02 Extensions: The County reserves the right to extend this Permit for two (2) separate two (2) year extensions upon the terms and conditions contained herein. The County may extend this Permit for up to an additional one hundred-eighty (180) calendar days beyond any two (2) year extension. In the event the County elects to extend this Permit, the County shall so notify the Permittee no later than three months prior to the termination date of this Permit or any extension thereof. In the event the County does not give such notice, this Permit shall terminate accordingly. The Permittee shall have the right to reject any such extension(s), in writing, to the County, within fifteen (15) calendar days following receipt of notice from the County, and, if so rejected, this Permit shall terminate as provided in Article 1.01 hereof or at the termination of any extension, as appropriate. Failure of Permittee to respond to County within the fifteen (15) calendar days period shall automatically constitute acceptance of the extension(s).

1.03 No Lease or License: The rights granted by this Permit are exclusively limited to the Permittee's right and privilege to do business at the Airport in the manner specifically indicated herein. Nothing in this Permit shall be or be construed to be a lease or license to the Permittee of any real or personal property of the County. Any lease or license to the Permittee of

real property shall be accomplished by a separate transaction evidenced by an appropriate agreement executed by the parties.

1.04 Nonexclusive Permit Rights: The rights granted by this Permit are nonexclusive and in no way prevent the County from authorizing the sale or offering of additional or competitive services, products or items by other permittees or others at the Airport, or the issuance of similar permits using a similar competitive process as that used in selecting the Permittee hereunder, or the issuance of a permit for the provision of services as authorized hereunder without such competitive process. The Permittee expressly acknowledges that the County may grant additional similar permits, that the airlines operating at the Airport have the right to serve themselves and their partners, and that certain of the covenants, terms and assurances of Federal Aviation Administration grant agreements (See Article 18.05 hereof) prohibit the granting of exclusive rights to anyone for the provision of the services described herein. The Permittee shall have no right hereunder to any other permit, concession or lease of space that may be made available by the County. Nothing contained herein shall grant the Permittee the rights or privileges of a "Fixed Base Operator" providing services similar to those described herein to "general aviation" aircraft.

1.05 RFQ Incorporated and Order of Precedence:

(A) The Permittee acknowledges that it has submitted to the County a proposal ("Proposal") for the operation under this Permit, as required by the Request for Qualifications documents (the "RFQ") relating to the award of this Permit, and that said Qualification Statement of the Permittee as well as all covenants and commitments of Permittee in its responses to the RFQ, not inconsistent with the terms of this Permit, which the County has relied upon in the award of this Permit, is hereby incorporated in this Permit by reference.

(B) If there is a conflict between or among the provisions of this Permit, the order of precedence is as follows: 1) Articles 1 through 18, 2) Appendix A – Scope of Services including Appendix A1, 3) Miami-Dade County's RFQ EVN0000202 and any associated addenda and attachments thereof, and 4) the Permittee's aforementioned Proposal.

1.06 County's Ground and Cargo Handling Operations Policies: Permittee acknowledges that the County has at Ground and Cargo Handling Operations Policies (Exhibit L) of the Airline Use Agreement as such policies apply to airlines operating at Miami International Airport. Permittee acknowledges and accepts such Policies, as they may be amended from time-to-time and agrees that such Policies will not conflict with Permittee's obligations and rights under this Permit.

ARTICLE 2
Rights, Privilege and Obligations

2.01 General Rights and Privileges: Subject to the conditions contained herein, the Permittee shall have the following rights and privileges:

(A) The general use, in common with others, of nonexclusive and common use public Airport facilities and improvements, which are now or may hereafter be connected with or appurtenant to said Airport, (including airfield access) to be used by the Permittee in connection with the services it provides pursuant to this Permit. For the purpose of this Permit, "public Airport facilities" shall

include, but not be limited to, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, the Terminal Building and other public facilities appurtenant to said Airport, not specifically leased to, under the contractual control of, or used by others or restricted from use or in types of use by signs, regulations or operational directives of the Department.

(B) The right of ingress to and egress from such nonexclusive or common use public Airport facilities and improvements over and across public roadways serving the Airport and non-leased areas on the Airport by the Permittee.

(C) Capital Improvement Program : During the term of this Permit, Permittee acknowledges that the County will be undertaking a Capital Improvement Program (CIP) that might include airline relocations, changes in access to the Terminal Building and concourses, construction of new concession spaces, construction of a new parking garage and other improvements that may affect permit operations in the Terminal Building. The CIP may or may not affect the operation of the Permit, and MDAD will make reasonable efforts to minimize the inconvenience and business interruption that will result from such construction programs. **NEITHER MDAD NOR THE COUNTY ASSUMES ANY RESPONSIBILITY OR LIABILITY FOR ANY RESULTING INCONVENIENCE AND BUSINESS INTERRUPTION AND PERMITEE SHALL HAVE NO CLAIM UNDER ANY CIRCUMSTANCES AGAINST THE COUNTY FOR INCONVENIENCE, INTERRUPTION TO OR LOSS OF BUSINESS, OR IMPOSSIBILITY OF BUSINESS OPERATIONS THAT RESULT FROM SUCH PROGRAMS.**

2.02 Air Carrier Contracts: The Permittee shall provide upon the request of the Department copies of any, or all contract(s), and any subsequent amendments thereto, with air carriers and aircraft operators for the provision of services described herein at the Airport. The Permittee may, for the purposes of this Article, redact the fees and prices in such contracts. However, this shall not limit the right of the Department to require the Permittee to provide schedules of service charges and the like pursuant to Article 4.02 and 4.03 hereof. The requirement to provide copies of contracts shall not apply to service provided on a casual or occasional basis to itinerant, non-regular users of the Airport.

2.03 Financial and Operating Integrity of all Permittees: The Permittee acknowledges and agrees that the Department has the right to assure that a sufficient number of permittees are providing the services allowed hereunder to air carriers requiring such services, and that the Department has a legitimate interest in assuring the financial and operating integrity of all such permittees. Therefore, the Permittee agrees that if the Permittee's reported Gross Revenues, equals or exceeds fifty percent (50%) of the reported Gross Revenues of all aeronautical services Permittees for three (3) consecutive calendar months, the Department shall have the right to review any records or reports of the Permittee including payroll records, financial statements and the like to determine its financial operating integrity and compliance with the terms and conditions of this Permit. In the event it is determined by the Department that the Permittee is engaging in any predatory or collusive action in violation of the terms and conditions of this Permit, the Department may prescribe such corrective action necessary by the Permittee to correct the identified problem or may institute default action under Article 11.05 hereof.

ARTICLE 3
Payments and Reports

3.01 Not Used

3.02 Opportunity or Percentage Fee: Opportunity or Percentage Fee shall be the fee to be paid to MDAD by the Permittee for the privilege of providing services at MIA. As part of the consideration for this Permit, the Permittee, as consideration for the rights and privileges granted the Permittee herein shall on a monthly basis report and pay the County **the amount of seven percent (7%) of the monthly Gross Revenues**, as defined in Article 3.06 or as otherwise stated in Article 3.06.A, derived from operations under this Permit during the prior month. The Permittee shall report and pay such amount, plus any applicable State sales taxes, as required by law, to the County by the twentieth (20^{th}) calendar day of the month following the month in which the Gross Revenues were received or accrued at the address in Article 3.07. Payments to the County shall be made in U.S. funds without billing or demand. For the purpose of Article 3.04 below, the percentage fees payable on any unreported Gross Revenues, determined by the annual audit provided for in Article 3.11, are considered due by the twentieth (20^{th}) calendar day of the month following the month during which such unreported Gross Revenues were received or accrued.

3.03 Utilities, Equipment, Facilities and Services: To the extent the Permittee makes use of common utilities, equipment, facilities and services of the County, the Permittee shall be liable for all use charges and other fees applicable thereto as established from time to time by the County. For any customer of the Permittee which has not separately established a credit account for direct payment of such charges to the County, the Permittee shall be responsible for collection of such charges from the customer, including but not limited to landing fees, concourse use charges, security charges, baggage claim use charges, and loading bridge charges, and payment to County of the amount so collected. The Permittee may retain 5% of the monies so collected, but the Permittee shall be separately obligated for payment to the County of such amounts even though the Permittee may not be able to collect such amounts from its customer. Monies collected by the Permittee and paid to the County and monies retained by the Permittee, pursuant to this provision, shall be excluded from Gross Revenues. Payment shall be due and payable as shall be established by the Department.

3.04 Late Reporting and Payment Charge: In the event the Permittee fails to make any payments, as required to be paid under the provisions of this Permit, within ten (10) calendar days of the due date, interest at the rates established from time to time by the Board of County Commissioners of Miami-Dade County, Florida (Currently set at 1.5% per month), shall accrue against all such delinquent payment(s) from the original date due until the Department actually receives payment. In the event the Permittee fails to submit the monthly report by the twentieth (20^{th}) calendar day of the month, a penalty fee of Fifty Dollars ($50.00) per day for each calendar day following the report due date until the report is received by the Department shall be imposed, up to a maximum of Seven Hundred Fifty Dollars ($750.00) per violation. The right of the County to require payment of such interest and the obligation of the Permittee to pay same shall be in addition to and not in lieu of the County's rights to enforce other provisions herein, including termination of this Permit, or to pursue other remedies provided by law.

3.05 Dishonored Check or Draft: In the event that the Permittee delivers a dishonored check or draft to the County in payment of any obligation arising under the terms of this Permit, the Permittee shall incur and pay a service fee of Twenty-five Dollars ($25.00), if the face value of

the dishonored check or draft is Fifty Dollars ($50.00) or less, Thirty Dollars ($30.00), if the face value of the dishonored check or draft is more than Fifty Dollars ($50.00) and less than Three-hundred Dollars ($300.00), Forty Dollars ($40.00), if the face value of the dishonored check or draft is Three-hundred Dollars ($300.00) or more, or Five Percent (5%) of the face value of such dishonored check or draft, whichever is greater. Further, in such event, the Department may require that future payments required pursuant to this Permit be made by cashier's check or other means acceptable to the Department.

3.06 Gross Revenues: The term "Gross Revenues," as used in this Permit, refers to the total amount of money or other consideration charged for or received by the Permittee for (a) all services rendered, (b) all sales made, or (c) all transactions engaged in under the authority of this Permit, and in the case of (a), (b), or (c), such services, sales, or transactions resulted from, or were facilitated by, the activities of the Permittee under this Permit, whether such activities were on the Airport grounds or off the Airport grounds. The following shall apply to the definition of "Gross Revenues":

(a) The term "Gross Revenues" is intended to be all-encompassing and is intended to apply to the fullest extent of the money or consideration charged by or received by the Permittee for its activities under this Permit or as facilitated by this Permit, and includes, but specifically is not limited to:

I. Fees and charges imposed by Permittee upon its customers;

II. Opportunity or percentage fees collected by the Permittee from its customers, including any "pass-through" charges to a customer by which the Permittee recovers from the customer the 7% Opportunity Fee, or any portion thereof, payable by the Permittee to MDAD under Section C.1 above;

III. Any money or consideration charged to a customer or received by the Permittee from a customer, whether on a cash or credit basis and whether such money or other consideration is actually paid to or is unpaid to the Permittee, with the Permittee being required to pay MDAD the 7% Opportunity Fee on any uncollected charges to Permittee's customers; and

(b) If the Permittee does not charge a customer a cash amount or an amount of stated consideration if other than cash, or if MDAD determines that the amount or consideration charged by a Permittee does not reflect the reasonable value of the services provided by the Permittee, MDAD shall have the right to impute a value for Permittee's services under this Permit and recover from the Permittee 7% of such imputed value.

The Permittee may retroactively adjust previously reported Monthly Gross Revenues Report to reflect the uncollected portion of pre-petition debts incurred by it from an air carrier which has filed for bankruptcy, provided that such adjustment be separately noted and explained on the Monthly Statement required by Article 3.10 hereof and supported by legible copies of the "Notice to Creditors" received by the Permittee from the U.S. Bankruptcy Court, with a case number, and the "Proof of Claim" filed by the Permittee in the U.S. Bankruptcy Court stamp showing the filing date.

A. Increase of County Share of Gross Revenues

The County is willing, as the proprietor of the Airport, and as a commercial matter, to trade better customer service for a lower share of Permittee's gross revenues. The County believes that potential passengers and tenants make choices as to which airports to utilize based in part on the customer service they are provided at the Airport, including by Permittees, and that customer service is enhanced by better employment and safety conditions for Permittees employees. Better customer service leads to more customers and therefore greater revenues for the County. In the event, following the effective date of this permit, that the Permittee materially diminishes or alters the employment conditions proffered in its Proposal, or materially alters the composition or status of any safety committee proffered in its Proposal, the County shall thus be entitled to a greater share of 12% of Gross Revenues for the period of such time such material change from the Proposal is in effect, which Permittee expressly agrees the County is entitled to as a result of the diminution or risk of diminution of customer service at the Airport. Where employment conditions are changed pursuant to the enactment or revision of a collective bargaining agreement, the County shall not be entitled to an increased share of gross revenues. Nothing in this section requires or shall be deemed to require the Permittee to offer employee benefits, employment conditions, or a safety committee in excess of the minimums provided in state or federal law. The employee benefits, employment conditions offered by Permittee, and the safety committee, if any, provided by permittee shall be with the sole discretion and control of the Permittee at all times. Notwithstanding and controlling over anything else herein to the contrary, the parties agree that this Section 3.06 is material to and pertains to the essence of this Permit and the County's decision to award Permittee this permit, and thus is not severable; accordingly, the parties further expressly agree that in the event that this Section 3.06 is deemed, in whole or in part, to be legally invalid or unenforceable, that this Permit shall be void and of no further force and effect.

3.07 Payment Address: All payments required from the Permittee pursuant to this Permit shall be due and payable at the following locations:

Payments Address: All payments required from the Permittee by this Permit shall be due as follows:

In Person: Miami-Dade Aviation Department
Finance Division
4200 N.W. 36th Street
Building 5A, Suite 300

During normal business hours, 8:30 A.M. to 5:00 P.M., Monday through Friday:

By Mail: Miami-Dade Aviation Department
Finance Division
P.O. Box 526624
Miami, FL 33152-6624

By Express Mail: Miami-Dade Aviation Department
Finance Division
4200 N.W. 36th Street
Building 5A, Suite 300
Miami, Florida 33122

By Wire Transfer: In accordance with Wire Transfer instructions provided by MDAD's Finance Division, 305-876-7711.

By Credit Card: Miami-Dade Aviation Department
Finance Division- Cashier's Office
305-876-0652

3.08 Payment Security: The Permittee shall provide the County, and shall keep in full force and effect during the term of this Agreement, an irrevocable letter of credit or other form of security acceptable to the Department and so endorsed as to be readily negotiable by the County, for the payments required hereunder, in an amount equal to $70,000.00, adjustable annually to equal 25% of the total payments made in the previous year by the Permittee to the County. The Department may draw upon such payment security instrument, if the Permittee fails to pay the fees and charges required within the time limits specified herein. Such payment security instrument shall be in a form acceptable to the Department.

3.09 Records and Reports: The Permittee shall keep in Miami-Dade County, during the term of this Permit, all books of account, records and reports customarily used in this type of operation necessary to report Gross Revenues and to calculate the percentage fee payments payable hereunder and as may, from time to time, be required by the Department to document its activities pursuant to this Permit. All monies collected hereunder shall be accounted for in accordance with generally accepted accounting principles. The form of all such books of account, records and reports shall be subject to the approval of the Department and/or the auditors of the County (one or more of the following: the designated external auditing firm or other certified public accounting firm selected by the Department, the Audit and Management Department of the County or auditors of the State of Florida), prior to commencement of operations hereunder. Subsequent recommendations for changes, additions or deletions to such books of account, records and reports by the auditors of the County shall be complied with by the Permittee when requested by the Department. The auditors of the County shall be permitted, during normal business hours, to audit and examine all books of account, records and reports relating to operations of the Permittee hereunder, including, but not limited to, balance sheets, profit and loss statements, deposit receipts, Florida State Sales Tax Reports and such other documents as may be determined by the Department to be necessary and appropriate; provided, however, that the Permittee shall not be required to retain such records in Miami-Dade County, Florida for more than five years after the end of each annual period of this Permit nor for more than three years following termination of this Permit.

The Permittee shall, within thirty (30) calendar days after the receipt of a billing from the County, based on an audit, remit to the County the percentage of unreported or underreported Gross Revenues and late charges as determined by such audit above-mentioned, if applicable. Prior to billing by County, Permittee shall be given fifteen (15) calendar days to comment in writing on any audits, pursuant to this Article failure of the Permittee to submit such written comments within the time limit specified shall constitute acceptance of the audit findings so made.

3.10 Monthly Statement Required: On or before the twentieth ($20^{th)}$ day following the end of each calendar month through the term of this Permit, the Permittee should furnish to the Department a certified statement of monthly Gross Revenues and Local Developing Business (LDB) Participation (Exhibit K) derived from the operation of the Permit for the preceding calendar month (Monthly Statement).

3.11 Annual Audit: Within ninety (90) calendar days of each anniversary of the commencement date of this Permit and within ninety (90) calendar days following its termination, the Permittee shall provide to the Department on an annual (or portion thereof) basis, at its sole cost and expense, an audit report of monthly Gross Revenues, as defined under Article 3.06 of this Permit containing an unqualified opinion, prepared and attested to by an independent certified public accounting firm, licensed in the State of Florida. The audited report, as detailed in Exhibit J, "Independent Audit Report", shall include a schedule of monthly Gross Revenues and percentage fees paid to the Department under this Permit, prepared in accordance with Generally Accepted Auditing Standards. The report shall also be accompanied by a management letter containing the findings discovered during the course of the examination, recommendations to improve accounting procedures, revenue and internal controls, as well as significant matters under this Permit. In addition, the audit shall also include as a separate report, a comprehensive compliance review of procedures to determine whether the books of accounts, records and reports were kept in accordance with the terms of this Permit for the period of examination. Each audit and examination shall cover the period of this Permit. The last such report shall include the last day of operation. There shall be no changes in the scope of the reports and letters required hereunder without the specific prior written approval of the Department. If such schedules indicate that the percentage fees for such period audited have been underpaid, the Permittee shall submit payment therefore within forty-five (45) calendar days after the completion of the reports to the Department as stated in Sub-Article 3.09 together with interest on any underpaid percentage fees at the rate set forth in Sub-Article 3.04.

3.12 Right to Audit: The Department and the auditors of the County shall have the right, without limitation, at any time during normal working hours, to inspect, review, verify and check all or any portion(s) of the procedures of the Permittee for recording or compiling Gross Revenues information by shift, day or month and to audit, check, inspect and review all books of account, records, reports and other pertinent information as may be determined to be needed or desirable by the Department. The right of the Department to inspect, review, verify and check records of the Permittee shall extend to all administrative and operational facilities used by the Permittee in connection with its operations hereunder, whether on or off the Airport, whether leased from the County or not.

3.13 Revenue Control Procedures: Notwithstanding anything to the contrary contained herein, the Permittee shall comply with revenue control procedures, established from time to time by MDAD.

3.14 Timely Payment: The Permittee shall comply with Ordinance 94-40 and Administrative Order No. 3-19 providing for expedited payments to small businesses by County agencies and the Public Health Trust; creating dispute resolution procedures for payment of County and Public Health Trust obligations; and requiring the Permittee to issue prompt payments and have the same dispute resolution procedures as the County, for all small business subcontractors. Failure of the Permittee to issue prompt payment to small businesses or to adhere to its dispute resolution procedures may be cause for suspension, termination, and debarment in accordance with the terms of the County contract or Public Health contract and debarment procedures of the County. Payment of undisputed invoice by the County shall be in accordance with both the "Florida Prompt Payment Act," Part VII, Chapter 218, Florida Statutes and the "Sherman S. Winn Prompt Payment Ordinance," Section 2-8.1.4 of the Miami-Dade Code.

3.15 Inspector General: Pursuant to MDC Code Section 2-1076; the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and

proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Permittee from IG, the Permittee shall make all requested records and documents available to the IG for inspection and copying.

The Permittee shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

(1) If this contract is completely or partially terminated, the Permittee shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Permittee shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Permittee under this contract will be assessed one quarter of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, this Agreement is federally funded where federal or state law or regulations preclude such a charge or where such a charge is otherwise precluded as stated in the Other Provisions (see Article 18). The Permittee shall, in stating its agreed prices, be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the Permittee, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The IG is authorized to investigate any alleged violation by a Permittee of its Code of Business Ethics, pursuant of MDC Code Section 2-8.1.

The provisions in this section shall apply to the Permittee, its officers, agents and employees. The Permittee shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Permittee in connection with the performance of this contract.

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

The attention of the Permittee is hereby directed to the requirements of AO 3-20 and R-516-96; the County shall have the right but not the obligation to retain the services of an **Independent Private Inspector General (IPSIG)** who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Consultant and

County in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process including but not limited to project design, establishment of bid specifications, bid submittals, activities of Consultant, its officers, agents and employees, lobbyists, county staff and elected officials.

Upon (10) ten days written notice to Consultant from an IPSIG, the Permittee shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Permittee's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the Contract, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful sub-consultants and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

3.16 Aviation Fee Sales Ticket Account: Permittee shall establish an Aviation Fee Sales Ticket Account with MDAD's Finance Division so as to assure the proper invoicing to and payment by Permittee for airline charges payable by Permittee.

ARTICLE 4
Standards of Operation

4.01 Quality of Services: The Permittee shall furnish the services required and authorized, pursuant to Appendix A hereof, on a good, prompt, safe, and efficient basis and on a fair, equal and not unjustly discriminatory basis to all users thereof. Services shall also be provided in a manner to comply with the County's obligations under Title II of the ADA and the provider's obligations under Title III of the ADA, as well as any applicable provisions of the Air Carriers Act. Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding people with disabilities, including but limited to applicable requirements of the ADA and the Air Carriers Act.

4.02 Nondiscriminatory Prices of Services: The Permittee shall charge fair, reasonable, customary and not unjustly discriminatory prices for each unit of sale or service; provided, however, that the Permittee may make reasonable, customary and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers of the services of the Permittee.

4.03 County's Obligations: The Permittee, in recognition of the County's obligation pursuant to Section 22 of the Federal Aviation Administration's standard grant assurances, agrees that the Department may, from time to time, promulgate standards, methods and procedures for and to monitor and test the provision of services hereunder and may require the Permittee to provide copies of schedules of service charges and the bases for discounts, rebates and similar types of price reductions. Should the Department determine that the Permittee is not in compliance with the provisions of Articles 4.01 and 4.02 above, the first such occurrence shall be considered a

curable default, pursuant to Article 11.05 hereof, and subsequent occurrence(s) may be considered noncurable defaults, pursuant to Article 11.06.

4.04 Motor Vehicles: The Permittee shall provide the Department, and maintain current at all times, a list of all mechanical and motorized equipment and vehicles, including the number of each, used by the Permittee in providing the services hereunder. All such equipment and vehicles shall be prominently identified as those of the Permittee. The Department may require special identification, equipment such as radios, and special permits for such equipment and vehicles which are used or operated on the Air Operations Area ("AOA") of the Airport.

All vehicles and equipment of the Permittee, pursuant to this Article 4.04, shall at all times comply with Aviation Department regulations as provided for under Chapter 25, Code of Miami-Dade County, Florida. The Department shall have the right but shall not be obligated to inspect, at any time, the vehicles and equipment of the Permittee for proper safety equipment and general operating condition. The Department shall further have the right to require removal from the AOA of any vehicle or equipment of the Permittee determined by the Department, in its sole discretion, to be unsafe or which may cause environmental damage. The Department shall have no liability to the Permittee for such removal.

4.05 Other Operational Equipment: The Permittee shall also provide the Department, and maintain current at all times, a list of all non-motorized equipment (not covered by Article 4.04 above), including the number of each, used by the Permittee in providing services hereunder. Such list shall include, but not be limited to, items such as cargo and baggage carts both for airfield and porter usage. The Department shall have the right from time to time to publish reasonable standards for such equipment and to require Permittee to maintain or modify such equipment to comply with such standards and, if the Permittee fails to correct deficiencies after reasonable notice, to prohibit the further use of same on the Airport.

4.06 Quiet Enjoyment of Others: The Permittee shall control the actions of its employees, agents, subcontractors authorized by the Department and those doing business with it, so as to not unreasonably annoy, disturb or be offensive to others and to provide the services hereunder so as to not unreasonably create a nuisance or thing which may disturb the quiet enjoyment of any other users of the Airport.

4.07 Storage of Vehicles and Equipment: The Permittee shall park or store vehicles and equipment only in areas approved by the Department or in areas leased to the Permittee for such purpose, when and if available.

4.08 Spill Prevention Control and Countermeasures Plan (SPCC): The Permittee shall submit copies of the following documents to MDAD Environmental Engineering for review and approval prior to the issuance of this Permit by MDAD:

a. Spill Prevention Control and Countermeasure Plan (SPCC)

   This plan needs to address how the Permittee handles or intends to handle spills, leaks, discharges, releases, etc. resulting from the operation of their vehicles: motorized and non-motorized equipment; from broken/damaged containers in their baggage/cargo handling equipment; and as result of other incidents. Although the majority of the incidents relate to fuel and other mechanical equipment fluids; some incidents could span the spectrum from toxic gases to radioactive materials.

This plan shall also include who the Permittee's Designated Emergency Response Provider(s) are, usually incorporated by the operating company in this type of plan. The Designated Emergency Response Provider(s) must have airside access before permitted Permittee(s) may commence operations or permitted Permittee(s) need to agree to reimburse MDAD for emergency response expenses incurred as a result of their operations, while their Emergency Response Provider(s) obtain the required Airside permits.

The Permittee shall follow these plan requirements as provided in this sub-article and update them annually or earlier, as required by the Department.

4.09 Certifications and Designations: Permittee must possess and maintain throughout the term of the Agreement and any Extensions thereof, the following certifications or designations, and provide proof of such to the County upon request:

a) International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO) designation and;

b) Federal Aviation Administration (FAA) Aircraft Dispatcher certifications for all employees performing meteorological, navigation and dispatching services and;

Any fines levied by the above mentioned authorities because of inadequacies to comply with this requirement shall be borne solely by Permittee.

4.10 Baggage Handling Policy: Permittee shall comply with any baggage handling policy issued by the Miami-Dade County Aviation Department, as same may be amended from time to time during the term of this Permit. This policy may include limitations on the size and weight of baggage which may be inducted into baggage systems at Miami International Airport, as well as limitations on the storing of baggage on the ramp, or other limitations or requirements determined by MDAD to be required or best practices to ensure the safe and efficient operations of the terminal, concourse, ramp, and baggage handling system, in the reasonable discretion of MDAD. Permittee acknowledges that any failure to comply with any baggage handling policy impacts Miami International Airport by impairing the baggage handling systems, diverting manpower to address baggage handling systems issues, causing properly baggage to be lost or delayed, disrupting operations in the terminal, ramp, and concourses, and potentially causing airline delays. The impact of these failures creates direct costs for MDAD but also indirect costs such as loss of customer goodwill and reputational damage, which Permittee acknowledges are difficult or impossible to quantify. Accordingly, to the compensate MDAD for such impacts, the Permittee shall pay MDAD a liquidated damage in the amount of $25.00 per bag for each instance that the Permittee fails to comply with any baggage handling policy, with each bag constitution a separate violation. Additionally, in the event the Permittee is not in compliance with the provisions of any baggage handling policy, the Permittee may be placed in default, with the first such occurrence considered a curable default, pursuant to Article 11.05 hereof, and subsequent occurrence(s) considered noncurable defaults, pursuant to Article 11.06.

ARTICLE 5
Personnel

5.01 General Manager: The Permittee shall hire and assign a full-time General Manager to be on the Airport during normal working hours and such other managers and supervisors as may be required. The General Manager shall be qualified and experienced in the management and control of the services required to be performed hereunder. The General Manager shall be delegated sufficient authority to insure proper performance by the Permittee, in accordance with the terms and conditions of this Permit and to accept service of all notices provided for herein.

5.02 Appearance: The Permittee shall properly control its employees, who shall present a clean, neat and professional appearance at all times, discharge their duties in a cooperative, courteous and efficient manner, and be suitably uniformed, and shall require all personnel to wear visibly on their person, at all times while on duty, a distinctive name tag identifying the individual by name, employee number and title, if appropriate, and as an employee of the Permittee and the Department issued identification badges pursuant to Article 5.03 below.

5.03 Restricted Area Access – Identification: The Permittee shall be responsible for requesting MDAD to issue identification badges to all employees and other personnel under the Permittee's control who require access to restricted areas on the Airport as a part of their regularly assigned duties, including the AOA, access to the Terminal Building through certain AOA doors, Customs controlled areas and certain areas of the Terminal Building designated by signs and/or regulations as off-limits to employees. The Permittee shall be responsible for the return of the identification badges of all personnel transferred or terminated from the employ of the Permittee or Airport assignment and upon termination of this Permit. The Permittee shall promptly report to MDAD the names of all persons who were employed by the Permittee from whom they were unable to obtain the return of MDAD-issued identification badges. In the event that an identification badge is not returned because of failure by the Permittee, the Permittee shall pay, from its own funds, MDAD's established charge for lost or stolen identification badges. MDAD shall have the right to require the Permittee to conduct background investigations and to furnish certain data on such employees before the issuance of such identification badges, which shall include the fingerprinting of employee applicants for a fingerprint based Criminal History Check (CHRC) for such badges. The Department shall have the right to deny the issuance of identification badges to persons not successfully passing the federally mandated CHRC.

5.04 Security And Airfield Operations Area: Permittee acknowledges and accepts full responsibility for compliance with all applicable rules and regulations of the Transportation Security Administration ("TSA"), Customs and Border Protection ("CBP"), Federal Aviation Administration ("FAA"), and MDAD as set forth from time to time relating to Permittee's work at the Airport. Permittee fully understands and acknowledges that any security measures deemed necessary by the Permittee for the protection of jobsite, or equipment and property and access to the airfield operations area ("AOA") through the jobsite shall be the sole responsibility of the Permittee and shall involve no additional cost to MDAD. All such security measures by the Permittee shall be in accordance with the TSA, 49 C.F.R. Parts 1500 *et alia* and the MIA security plan. The Department shall notify the Permittee of all security related amendments that impact the Permittee's operation.

5.04.1 All project plans, engineering records, procedures, schematics, diagrams, and manufacturer and Permittee manuals prepared by the Permittee and its Sub-contractors under this Agreement shall follow security requirements of the TSA, 49 C.F.R. Parts 1500 *et alia* and other MDAD security procedures and shall bear the following warning:

A. **Warning Notice:** This document contains sensitive security information that is controlled under the provisions of 49 CFR PART 1520. No part of this document

may be released without the written permission of the Under Secretary of Transportation for Security, Transportation Security Administration, 400 7th Street, S.W., Washington, DC 20590 or the Federal Security Director at Miami International Airport. The unauthorized release of this document may result in civil penalty or other action. For United States government agencies, the public availability of this document is to be determined under 5 U.S.C. § 552.

B. In accordance with Florida Statutes § 119.07(3)(ee), "Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, … or other structure owned and operated by an agency as defined in s. 119.011 are exempt …" from public records to ensure the safety of government infrastructures and to ensure public safety. The Permittee represents it has completed and notarized a Confidentiality Affidavit, included in the Affidavit section of this Agreement, which certifies the Permittee and each employee agree, in accordance with Florida Statutes § 119.07(3)(ee), to maintain the exempt status of this information. Information made exempt by this paragraph may be disclosed to a licensed architect, engineer, or Permittee who is performing work on or related to the Airport. The entities or persons receiving such information shall maintain the exempt status of the information.

C. In addition to the above requirements in this sub-article, the Permittee agrees to abide by all federal, state, and County procedures, by which the documents are handled, copied, and distributed which may include but is not limited to:

1. Each employee of the Permittee and its Sub-contractor(s) that will be involved in the project shall sign an agreement stating that they will not copy, duplicate, or distribute the documentation unless authorized by MDAD.
2. The Permittee and its Sub-contractor(s) agree in writing that the Documentation is to be kept and maintained in a secure location.
3. The Documentation shall be numbered and the whereabouts of all Documentation shall be tracked at all times.
4. A log is developed to track the Documentation including logging in the date, time, and name of the individual(s) that work on or view the Documentation.

5.04.2 MDAD authorized identification badges will be issued to all Permittee employees working in the security identification display area ("SIDA") or any other secured area of MIA. All such employees will be issued photo identification badges and will be subject to Federal Bureau of Investigation ("FBI") fingerprint based criminal background investigation.

5.04.3 The Permittee shall be responsible for requesting MDAD to issue identification badges to all employees whom the Permittee requests be authorized access to the SIDA, and shall be further responsible for the immediate reporting of all lost or stolen identification badges and the immediate return of the identification badges of all personnel transferred from MIA assignment or terminated from the employ of the Permittee or upon final acceptance of the work or termination of this Agreement. Permittee will be responsible for fees associated with lost and unaccounted badges as well as the fee for fingerprinting and identification issuance.

5.04.4 All employees of the Permittee and its Sub-contractor(s) who must work within MDAD secured areas at MIA shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the secured area. Identification badges shall be worn on outer garments above the waist so as to be clearly

visible in order to distinguish, on sight, employees assigned to a particular Permittee. MDAD Security and Safety Division shall provide the identification badges to the Permittee. Each employee must complete the SIDA training program conducted by MDAD and comply with all other FAA or MDAD requirements as specified by MDAD, at the time of application for the identification badge before an identification badge is issued.

5.04.5 Ramp permits will be issued to the Permittee authorizing vehicle entrance to the AOA through specified MDAD guard gates for the term of this Agreement. These permits will be issued only for those vehicles (including vehicles belonging to the Sub-contractor(s)) that must have access to the site during the performance of the Agreement. These permits will be only issued to Permittee owned vehicles or to Permittee leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the AOA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle.

5.04.6 All vehicles operating within the AOA must be provided with the Automobile Liability Insurance required in this Agreement. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request. Unless otherwise specified in the Agreement, ramp permits will not be required or issued by MDAD for work performed at the GAAs.

5.04.7 Before the Permittee shall permit any employee with pictured identification to operate a motor vehicle on the AOA without MDAD escort, the Permittee shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss, revocation, or suspension of one’s Florida driver's license.

5.04.8 The Permittee agrees that its personnel, vehicles and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. It is further agreed that MDAD has the right to prohibit an individual, agent or employee of the Permittee or Sub-contractor(s) from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, sabotage or other unlawful activities, including but not limited to repeated failure to comply with MDAD, and TSA SIDA and AOA access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his or her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

5.04.9 The Permittee acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts, cargo tampering, sabotage and other unlawful activities at MIA and to maximize compliance with MDAD and TSA access control policies and procedures.

5.04.10 The Permittee understands and agrees that vehicles shall neither be parked on the AOA in areas not designated or authorized by MDAD, nor in any manner contrary to any posted regulatory signs, traffic control devices or pavement markings.

5.04.11 The Permittee understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services ("FIS") agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the FIS agencies shall not be employed by the Permittee in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the FIS agencies who enter such areas are subject to fines, which, shall be borne entirely by the persons and/or the Permittee.

5.04.12 Notwithstanding, the specific provisions of this article, MDAD shall have the right to add, amend or delete any portion hereof in order to meet reasonable security requirements of MDAD, CBP or TSA. The Department shall notify the Permittee, in writing, of all security related amendments.

5.04.13 The Permittee shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as MDAD, CBP, or appropriate federal agencies may require.

5.04.14 Permittee agrees that it will include in all agreements with its Sub-contractor(s) an obligation by such parties to comply with all security requirements applicable to their operations at MIA. Permittee agrees that in addition to all remedies, Monetary Assessment for Non-Performance and sanctions that may be imposed by MDAD, CBP or the TSA upon the Permittee's Sub-contractor(s) and its individual employees for a violation of applicable security provisions, the Permittee shall be responsible to MDAD for all such violations and shall indemnify and hold MDAD harmless for all costs, fines and Monetary Assessment for Non-Performance arising therefrom which shall include reasonable attorneys' fees.

5.04.15 AOA Security at GAAs: The Permittee and its Sub-contractor(s), and suppliers shall "sign in" and "sign out" at the airport's manager's office or his designated representative whenever the Permittee is performing work at a GAA.

5.04.16 Notwithstanding, the specific provisions of this article, MDAD shall have the right to add, amend or delete any portion hereof in order to meet reasonable security requirements of MDAD, CBP or TSA. The Permittee shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as MDAD or appropriate federal agencies may require.

5.04.17 Permittee agrees that it will include in all agreements with its subcontractor(s) an obligation by such parties to comply with all security requirements applicable to their operations at MIA. Permittee agrees that in addition to all remedies, penalties and sanctions that may be imposed by MDAD, CBP or the TSA upon the Permittee's subcontractor(s) and its individual employees for a violation of applicable security provisions, the Permittee shall be responsible to MDAD for all such violations and shall indemnify and hold MDAD harmless for all costs, fines and penalties arising therefrom which shall include reasonable attorneys' fees.

5.05 Alcohol and Drug Testing: The Permittee acknowledges that the County, as a public agency sponsor under the provisions of the Airport and Airway Improvement Act of 1982, as amended, has the obligation to establish a drug free workplace and to establish policies and programs to ensure airport safety and security. The Permittee acknowledges that the Department, on behalf of the County, has the right to require users of the Airport (Lessees, Permittees, Licenses, etc.) to establish reasonable programs to further the achievement of the obligations described herein. Accordingly, the Permittee shall establish programs for pre-employment alcohol and drug screening for all candidates for employment at the Airport and for the same or similar screening based upon a reasonable suspicion that an employee, while on duty at the Airport, may be under the influence of alcohol of drugs. Further, to the extent permitted by law and/or contract, the Permittee shall establish a program for the random alcohol and drug screening of all its employees who are authorized, pursuant to other provisions of this Permit, to operate any type or kind of motor vehicle on the AOA. The Permittee shall make reasonable good faith efforts to try to negotiate amendments to any existing contract(s) which may service as a bar to the Permittee's implementation of its obligations hereunder. Notwithstanding the above, the Permittee specifically acknowledges that the County, acting through the Department, has the right and obligation to deny access to the AOA and to withdraw AOA driving privileges from any person who it has a reasonable suspicion to believe is under the influence of alcohol or drugs.

5.06 Special Programs: The Permittee shall ensure that all employees so required participate in such safety, security and other training and instructional programs as the Department or appropriate Federal agencies may from time to time require.

5.07 Federal Agencies Right to Consent: The Permittee understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies and any bonding requirements as may be imposed by such agencies. Persons not approved or consented to by the Federal Inspection Services agencies may not be employed by the Permittee on the Airport.

5.08 Use of Public Facilities: The Permittee acknowledges and agrees that the County has provided certain facilities, such as, but not limited to, seating areas, holdrooms and restrooms in the Terminal Building, public parking and other conveniences for the use of the traveling public and has also provided special facilities solely for the use of the employees of Airport tenants and commercial users. The Permittee shall not permit its employees to use the public areas provided by the County for use by the traveling public, except those employees normally required to be, in contact with the traveling public, those providing passenger services, and those doing so as part of regular assigned duties.

5.09 No Passenger Referrals: The Permittee shall not permit its employees to enter into any agreements, understanding, arrangements or contracts, whether written or oral, relative to the referral of passengers, and other Airport users to hotels, restaurant, shops or services, off the Airport. The acceptance by an employee of any form of compensation, whether in cash or in kind, from and of airport enterprise and the possession of referral cards for such enterprises shall be prima facia evidence of a violation of this provision.

5.10 Permittee's Failure to Control Employees: In the event the Permittee is in default of the covenants in Articles 5.08 or 5.09 above for failure to properly control its employees or by permitting its employees to improperly use facilities provided by the County for the use and

convenience of the traveling public, the Department shall have the right to confiscate the employee's Airport identification, to require the Permittee to remove from employment at the Airport those employees who have individually violated the covenants of Article 5.08 and/or 5.09 and to take action pursuant to Article 11 hereof.

ARTICLE 6
Damage to Airport Facilities

Permittee shall promptly repair any damage to any Airport facilities caused by the Permittee, its employees, agents, contractors, or subcontractors. If Permittee fails to do so within the time prescribed by the County in its notice to Permittee (and such notice may be in writing by email or otherwise, or orally by telephone or personal meeting), the County shall be entitled to make such repairs. In such event, the Permittee shall pay to the County, within ten (10) calendar days of billing by the Department, the costs, plus 25% for administrative costs, of repairing any damage to any Airport facilities, which shall include, without limitation, buildings, fences, paving, unclean or unkept areas used by the Permittee and removal of accumulated trash on the Airport, which the Department has reasonable proof giving it cause to believe that such was caused by the actions, inactions or neglect of the Permittee, its employees, agents or authorized subcontractors.

ARTICLE 7
Assignment and Subcontractors

7.01 Assignment: The Permittee shall not assign, transfer, pledge or otherwise encumber this Permit or any of the rights contained herein, without the express written approval of the Department.

7.02 Ownership of Permittee: Since the ownership, control, experience and key managerial personnel of the Permittee were material considerations to the County in the award and the entering into of this Permit, the Permittee shall take no actions which shall service to transfer or change the structure, ownership or control of the business entity of the Permittee without the written approval of the County.

7.03 Subcontractors Prohibited from Contracts with Airlines: Only the Permittee may contract for services hereunder directly with commercial aircraft operators and airlines. Subcontractors are specifically prohibited from direct contracts with commercial aircraft operators and airlines, such provision is to be specifically included in all agreements between the Permittee and its subcontractor. Further, the Permittee shall, within fifteen (15) calendar days after the award of this Permit, provide the MDAD Permit Section with copies of any and all subcontracts the Permittee has entered into related to this Permit.

7.04 Subcontractors Allowed: Except as otherwise prohibited in this Permit, Subcontractors are allowed.

ARTICLE 8
Local Developing Business (LDB) Participation

8.01 Obligation of Permittee:
This Permit has been designated by the County as a set-aside for certified LDBs. The Permittee may also subcontract some of the goods and services required or authorized herein to LDB firms.

The Permittee shall remain fully liable for the actions and performance of such subcontractors. All subcontracts must be in accordance with the terms and conditions of this Permit and shall be submitted for approval by the County.

8.02 Obligation of Permittee as the LDB: The Permittee as the LDB shall maintain its LDB status during the term of this Permit by the annual renewal of its LDB certification and ground/passenger service trade category by the Miami-Dade Internal Services Department Small Business Development Division.

8.03 LDB Certification: To qualify as a LDB subcontractor or LDB vendor for participation under this Permit, the entity must be certified by the Miami-Dade Internal Services Department Small Business Development Division in the trade category relating to the services or goods to be provided.

8.04 Sanctions for Violations: If at any time MDAD has reason to believe that the Permittee is in violation of its obligation under the LDB provisions (Exhibit K) or has otherwise failed to comply with the LDB provisions, MDAD may, in addition to pursuing any other available legal remedy, commence proceedings to impose sanctions which may include, but are not limited to, one or more of the following:

1. The termination or cancellation of the Permit in whole or in part unless the Permittee demonstrates within a reasonable time its compliance with the terms of the LDB provisions.
2. The denial to the Permittee of the right to participate in any further contracts awarded by the County for a period of no longer than three (3) years.

No such sanctions *shall* be imposed by the County upon the Permittee except pursuant to a law hearing conducted by the Compliance Monitor and/or Director, or as required by applicable law.

ARTICLE 9
Indemnification

The Permittee shall indemnify, defend and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liabilities, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Permit by the Permittee or its employees, agents, servants, partners, principals, contractors, or subcontractors. Permittee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Permittee expressly understands and agrees that any insurance protection required by this Permit or otherwise provided by Permittee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 10
Insurance

10.01 Insurance Requirement: In addition to such insurance as may be required by law, including but not limited to Workers' Compensation Insurance, the Permittee shall obtain and maintain during the term and any extensions of this Permit the following insurance:

(a) Commercial General Liability Insurance: On a comprehensive basis, including Contractual Liability, products, and completed operations in an amount not less than $10,000,000.00 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be included as an Additional Insured with respect to this coverage.

(b) Automobile Liability Insurance: Automobile Liability Insurance, covering all owned, non-

(c) owned, and hired vehicles used by the Permittee in connection with its operations under this Permit in an amount not less than:

1. $5,000,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Permittee on the Air Operations Area ("AOA") of the Airport.

2. $300,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Permittee off of the AOA.

10.02 Quality of Insurance Company: The insurance coverages required herein shall include those classifications as listed in the Standard Liability Insurance Manuals that most nearly reflect the operations of the Permittee under this Permit. All insurance policies required herein shall be issued by companies authorized to do business under the Laws of the State of Florida. The companies must be rated no less than "A-" as to Management, and no less than "VII" as to strength (Financial Security) in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent as approved by MDAD's Risk Management Division.

10.03 Certificates of Insurance: Prior to the commencement of operations hereunder, and annually thereafter, the Permittee shall furnish certificates of insurance to clearly indicate (1) that the Permittee has obtained insurance in the type, amount and classifications as required for strict compliance with this Section; (2) that any material change or cancellation of the insurance shall not be effective without thirty days prior written notice to MDAD and the County; and (3) that the County is named as an Additional Insured with respect to the Commercial General Liability Coverage.

10.04 Additional Insurance: The County reserves the right to require the Permittee to provide such reasonably amended insurance coverage or such additional types of insurance coverage as MDAD deems necessary or desirable from time to time during the term of this Permit. Upon MDAD's issuance of notice in writing to the Permittee regarding such amended or additional insurance coverage requirements, such requirements shall automatically amend the insurance requirements of this Permit as of the effective date stated in such notice.

10.05 Insurance Not a Limitation on Liability: Compliance with the foregoing requirements shall not relieve the Permittee of its liability under any other portion of this Permit or as may be provided by law.

10.06 Right to Examine: The Department reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to: binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. The Permittee agrees to permit such inspection at the offices of the Department.

10.07 Personal Property: Any personal property of the Permittee, or of others, brought to the Airport shall be at the sole risk of the Permittee or the owners thereof, and the County shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage.

10.086 Additional Insurance: In addition to the above, the Permittee understands and agrees to the additional insurance requirements that may be required under separate Field and Other Lease Agreements that the Permittee will execute.

ARTICLE 11
Termination by County

11.01 Automatic Termination:
The County shall have the right to terminate the Permit granted herein upon three (3) calendar days written notice to the Permittee for either of the following defaults:

The disruption of Permittee's activities or operations under the Permit granted herein other than for Acts of God;

11.02 Payment Defaults: The County shall have the right, upon five (5) calendar days written notice to the Permittee, specifying the amount of payment in default, to terminate this Permit whenever the non-payment of any sum or sums due hereunder continues for a period of five (5) calendar days after the due date for such payments; provided, however, that such termination shall not be effective if the Permittee makes the required payment within the notice period.

11.03 Audit Default: The inability or failure of the Permittee to provide the County with an unqualified certified audit, pursuant to Article 3.11 of this Permit, shall constitute a noncurable default and in such event the County shall have the right to terminate this Permit, upon seven (7) calendar days written notice to the Permittee.

11.04 Insurance and Bonds Defaults: The County shall have the right, upon seven (7) calendar days written notice to the Permittee, to terminate this Permit if the Permittee fails to provide evidence of insurance coverage in strict compliance with Article 10 hereof, the payment security required in strict compliance with Article 3.08 hereof, or fails to provide a renewal of said evidence of insurance, payment security or bond upon their expiration; provided, however, that such termination shall not be effective if the Permittee provides the required evidence of insurance coverage, payment security or bond within the notice period.

11.05 Other Defaults: The County shall have the right, upon thirty (30) calendar days written notice to the Permittee, to terminate this Permit upon the occurrence of any one or more of the following, unless the same shall have been corrected within such period:

(A) Nonperformance of any other covenants of this Permit, especially the Permittee's obligation to provide safe and efficient Required Services under Appendix A – Scope of Services, other than the covenants to pay the Percentage Fee, and fees and

charges when due and the covenants to provide required evidence of insurance coverage, payment security and bond.

(B) The conduct of any business, the performance of any service, or the merchandising of any product or service not specifically authorized herein.

(C) Criminal Conviction Disclosure: As a condition of receiving a County contract, the Permittee was required to disclose certain information consistent with County Ordinance No. 94-34. As such, following contract award, if a principal of the contracting entity is convicted of a felony, the County may terminate the contract.

(D) The County may terminate or suspend the operation of this Permit if the Permittee fails to (i) obtain the International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO) designation within twelve (12) months after the Effective Date, (ii) fails to maintain and revalidate the ISAGO designation every two (2) years as required by IATA, or (iii) fails to obtain the ISAGO designation within six (6) months of the Effective Date if Permittee has an ISAGO designation at any other airport but not at MIA. Notwithstanding the foregoing, the Department may extend the foregoing deadline dates for good cause shown.

11.06 Habitual Default: Notwithstanding the foregoing, in the event that the Permittee has frequently, regularly or repetitively defaulted in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the Permittee, regardless of whether the Permittee has cured each individual condition of breach or default as provided in Articles 11.03, 11.04 and 11.05 herein above, the Permittee shall be determined by the Director of the Department to be an "habitual violator." At the time that such determination is made, the Department shall issue to the Permittee a written notice, advising of such determination and citing the circumstances therefor. Such notice shall also advise the Permittee that there shall be no further notice or grace periods to correct any subsequent breach(es) or default(s) and that any subsequent breach(es) or default(s), of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of noncurable default and grounds for immediate termination of this Permit. In the event of any such subsequent breach or default, the County may terminate this Permit upon the giving of written notice of termination to the Permittee, such termination to be effective upon the tenth calendar day following the date of receipt thereof and all payments due hereunder, shall be payable to said date, and the Permittee shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Permittee shall discontinue its operation at the Airport, and proceed to remove all its personal property from the Airport in accordance with Article 16 hereof.

11.07 Termination for Convenience: Following the first (1st) anniversary of the date of this Permit, the County shall have the right to terminate this Permit upon 30 calendar days' notice provided to Permittee and all other Permittees providing general aeronautical services under Permits similar to this Permit. Upon such termination, Permittee shall comply with Article 16. Permittee shall not be entitled to any compensation as a result of any termination for convenience.

ARTICLE 12
Termination by Permittee or County

12.01 Termination by Permittee or County: This Permit shall be subject to immediate termination, upon the delivery of notice by one party to the other, in the event of any one or more of the following events:

(A) The permanent abandonment by the County of the Airport.

(B) The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport or any substantial part or parts thereof, in such manner as to substantially restrict the Permittee from providing the services required hereunder, for a period in excess of ninety (90) consecutive days; provided, however, that nothing continued herein shall be deemed to constitute a waiver by the Permittee of any claim it may have against the United States to just compensation in the even of any such assumption.

(C) The issuance by any court of competent jurisdiction of any injunction in any way substantially preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period in excess of ninety (90) calendar days.

12.02 Termination by Permittee: This Permit shall be subject to termination by the Permittee because of any default by the County in the performance of any material covenant or agreement herein required to be performed by the County and the failure of the County to remedy such default for a period of ninety (90) consecutive calendar days after receipt of written notice from the Permittee.

ARTICLE 13
Nondiscrimination and Affirmative Action Programs

During the performance of this Contract, Permittee agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Permittee attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Permittee or any owner, subsidiary or other firm affiliated with or related to the Permittee is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Permittee submits a false affidavit pursuant to this Resolution or the Permittee violates the Act or the Resolution during the term of this Contract, even if the Permittee was not in violation at the time it submitted its affidavit.

ARTICLE 14
Rules, Regulations and Permits

14.01 Rules and Regulations: The Permittee shall comply with all applicable Ordinances of the County, specifically including the Rules and Regulations of the Department contained in Chapter 25 of the Code of Miami-Dade County, Operational Directives and Safety Related Operational Directives issued thereunder, and all applicable laws, ordinances, regulations and rules of the Federal, State and County Government, and all plans and programs developed in compliance therewith, as the same may be amended from time to time.

14.02 Violations of Rules and Regulations: The Permittee agrees to pay on behalf of the County any penalty, assessment or fine, issued in the name of the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the Federal, State or County governments, based in whole or substantial part upon a claim or allegation that the Permittee, its agents, employees, contractors, or subcontractors, have violated any law, ordinance, regulation or rule described in Article 14.01 above while operating under the authority of this Permit. The Permittee further agrees that the substance of this Article 14.02 and Article 14.01 above shall be included in every contract and other agreement, which the Permittee may enter into related to its operations and activities under this Permit and that any such contract and other agreement shall specifically provide that "Miami-Dade County Florida is a third party beneficiary of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Permit prohibiting or limiting assignments or subcontracting.

14.03 Permits, Licenses and Bonds: The Permittee expressly covenants, warrants and agrees that it shall, at its sole cost and expense, be strictly liable and responsible for obtaining, paying for, maintaining on a current basis, and fully complying with, any and all permits, licenses, bonds, and other governmental authorizations, however designated, as may be required, at any time throughout the entire term of this Permit, by any Federal, State or County governmental entity or any judicial body having jurisdiction over the Permittee or the Permittee's operations and activities hereunder and for any and all operations conducted by the Permittee, including ensuring that all legal requirements, permits and licenses shall include, but not be limited to, a Certificate of Use and Occupancy and any required Industrial Waste or Operating Permits from the Miami-Dade County Regulatory and Economic Resources, Division of Environmental Resources Management (DERM). Employees performing meteorological, navigation and dispatching services are required to hold an FAA Aircraft Dispatcher Certificate. Any maintenance and/or repair activities associated with the vehicles and motorized/non-motorized equipment of the Permittee shall be conducted **only** in areas designated for those activities and shall be properly permitted by DERM (Department of Environmental Regulation) pursuant to Chapter 24, Miami-Dade County Code. Upon written request of MDAD, the Permittee shall provide to MDAD copies of any permits and licenses, and applications therefore, which MDAD may request.

ARTICLE 15
Civil Actions

15.01 Governing Law/Venue: This Permit shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action on this Permit shall be laid in Miami-Dade County, Florida, and any action to determine the rights or obligations of the parties hereto shall be brought in the courts of the State of Florida.

15.02 Notice of Commencement of Civil Action: In the event that the County or the Permittee commences a civil action in the State or Federal courts, where such action is based in whole or in part on an alleged breach of this Permit, the County and the Permittee agree to waive the

procedure for initial service of process mandated by Chapters 48 and 83, Florida Statutes, Rule 1.070, Florida Rules of Civil Procedure and Rule 4(c), Federal Rules of Civil Procedure. In such event the County and the Permittee agree to submit themselves to the jurisdiction of the court in which the action has been filed when initial service has been made in the following manner:

(A) Upon the County: by Certified Mail, Return Receipt Requested, sent to (i) the party indicated in Article 18.06 on behalf of the County and (ii) with a copy to the County Attorney, Miami-Dade County Aviation Division, P.O. Box 592075, Miami, FL 33159.

(B) Upon the Permittee: by personal service or by Certified Mail, Return Receipt Requested, upon the party indicated in Article 18.06 on behalf of the Permittee, with a copy to whatever attorney the Permittee has designated in writing, if any.

In the event that the County and/or the Permittee raise an objection to service of initial pleadings as provided for herein, and the trial court overrules such objection, the objecting party shall pay liquidated damages (attorney's fees) in the amount of $250.00 to plaintiff in such action, prior to answering the complaint.

15.03 Registered Office/Agent; Jurisdiction: Notwithstanding the provisions of Article 15.02 above, and in addition thereto, the Permittee, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, such designations to be filed with the Florida Department of State in accordance with Section 607.034, Florida Statutes. If Permittee is a natural person, its personal representative hereby submit themselves to the Jurisdiction of the Court of this State for any cause of action based in whole or in part on an alleged breach of this Permit.

ARTICLE 16
Actions at Termination

On or before the termination date of this Permit, except in the instance of termination pursuant to Article 11.01, in which event the Permittee shall be allowed up to five (5) calendar days, and provided that the Permittee is not in default in the payment of any fees or charges required to be paid herein, the Permittee shall remove all of its personal property from the Airport. Any personal property of the Permittee not removed from the Airport in accordance with this Article may be removed by the Department for storage at the cost of the Permittee. Failure on the part of the Permittee to reclaim its personal property within thirty (30) calendar days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interest of the County. Actions at termination regarding any lease or license to the Permittee of real property shall be accomplished by a separate transaction evidenced by an appropriate agreement executed by the parties.

ARTICLE 17
Trust Agreement

17.01 Incorporation of Trust Agreement and Bond Resolution by Reference: Notwithstanding any of the terms, provisions and conditions of this Permit, it is understood and agreed by the parties hereto that the provisions of the Amended and Restated Trust Agreement (link below) dated as of the 15th day of December , 2002, as amended from time to time, by and between the County and JP Morgan Chase Bank as Trustee, and Wachovia Bank, National Association as Co-

Trustee, (the "Trust Agreement"), which Trust Agreement is incorporated herein by reference, shall prevail and govern in the event of any conflict or inconsistency with or ambiguity relating to the terms and conditions of this Permit, including the rents, fees or charges required herein, and their modification or adjustment. A copy of the Trust Agreement is available for inspection in the offices of MDAD during normal working hours.

The Amended and Restated Trust Agreement link:
https://www.miami-airport.com/library/pdfdoc/Propertise/Amended%20and%20Restated%20Trust%20Agreement%202002.pdf

17.02 Adjustment of Terms and Conditions: If at any time during the term of this Permit, a court of competent jurisdiction shall determine that any of the terms and conditions of this permit, including the fees and charges required to be paid hereunder to the County by the Permittee or by others under other agreements of the County for the use of Airport facilities used for similar purposes, are unjustly discriminatory, the County shall have the right to modify such terms and conditions and to increase or otherwise adjust the fees and charges required to be paid under this permit in such a manner as the County shall determine is necessary and reasonable so that the terms and conditions and the fees and charges payable by the Permittee and others shall not thereafter be unjustly discriminatory to any user of like facilities and shall not result in any violation of the Trust Agreement and/or Bond Resolution or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement and/or Bond Resolution. In the event the County has modified the terms and conditions of this Permit, including any adjustment of the fees and charges, required to be paid to the County, pursuant to this provision, the terms and conditions, including the adjustment of the fees and charges, upon the issuance of written notice from the Department to the Permittee.

17.03 Permittee Right to Terminate: In the event that said fees and charges payable hereunder shall be increased substantially pursuant to Articles 17.02 above, the Permittee, at any time within one (1) year following the effective date of such increased fees and charges, may terminate this Permit by giving ninety (90) calendar days written notice to the County, without liability by either party to the other.

ARTICLE 18
Other Provisions

18.01 Payment of Taxes: The Permittee shall pay all taxes lawfully assessed against its operations hereunder; provided, however, that the Permittee shall not be deemed to be in default of its obligations under this Permit for failure to pay such taxes pending the outcome of any legal proceedings instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay same after the ultimate adverse conclusion of such contest shall constitute a default, pursuant to Article 11.05 hereof.

18.02 Rights to be Exercised by Department: Wherever in this Permit rights are reserved to the County, such rights may be exercised by the Department.

18.03 Security: The Permittee acknowledges and accepts full responsibility for the security and protection of its equipment and property on the Airport. The Permittee fully understands and acknowledges that any security measures deemed necessary by the Permittee for protection of

said equipment and property shall be the sole responsibility of the Permittee and shall involve no cost to the County.

18.04 Rights of County at Airport: The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to or to abandon, discontinue or demolish any structures and facilities at the Airport. The County shall, in the exercise of such right, be free from any and all liability to the Permittee for business damages occasioned during the making of such repairs, alterations and additions or such abandonment, discontinuance or demolition, except those occasioned by the sole active negligence of the County, its employees, or agents.

18.05 Federal Subordination: This Permit shall be subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. The Permittee specifically acknowledges that the provisions of Sections 22 and 23 of Part V of the Federal Aviation Administration's standard grant assurances are applicable to the terms of this Permit. All provisions of this Permit shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of this Permit inconsistent with the provisions of such lease to the United State of America shall be suspended.

18.06 Notices: Any notices given under the provisions of this Permit shall be in writing and shall be hand delivered or sent by Registered or Certified Mail, Return Receipt Requested, to:

1) To the County:

to the Project Manager

Director
Miami-Dade Aviation Department
P. O. Box 025504
Miami, FL 33102-8068

2) To the Permittee, care of the General Manager, and to:
Ultra Aviation Services, Inc.
P.O. Box 668080
Miami, FL 33166

or to such other such other respective addresses as the parties may designate to each other in writing from time to time in accordance with this Article 18.06. Notices by Registered or Certified Mail shall be deemed given on the delivery date indicated on the Return Receipt from the U.S. Postal Service.

18.07 Severability: If this Permit contains any provision or the application thereof to either party to this Permit that is found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Permit without affecting the binding force of this Permit as it shall remain after omitting such provision.

18.08 Rights Reserved to County: All rights not specifically granted the Permittee by this Permit are reserved to the County.

18.09 Lien: The County shall have a lien upon all personal property of the Permittee on the Airport to secure the payment to the County of any unpaid monies accruing to the County under

the terms of this Permit or any other contract between the County and the Permittee. The Permittee is prohibited from placing a lien on County property. This prohibition shall apply to all Subcontractors

18.10 Authorized Uses Only: The Permittee shall not use or permit the use of the Airport for any illegal or unauthorized purpose or for any purpose which would increase the premium rates paid by the County on, or invalidate any insurance policies of the County or any policies of insurance written on behalf of the Permittee under this Permit.

18.11 No Waiver: There shall be no waiver of the right of the County to demand strict performance of any of the provisions, terms and covenants of this Permit nor shall there be any waiver of any breach, default or non-performance hereof by the Permittee unless such waiver is explicitly made in writing by the Department. Any previous waiver or course of dealing shall not affect the right the County to demand strict performance of the provisions, terms and covenants of this Permit with respect to any subsequent event or occurrence or of any subsequent breach, default or non-performance hereof by the Permittee.

18.12 Right to Regulate: Nothing in this Permit shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Permittee or its operations. Notwithstanding any provision of this Permit, nothing herein shall bind or obligate the County, the Zoning Appeals Board, the Building Department, the Planning and Zoning Department (as they may be renamed from time to time), or any department, board or agency of the County, to agree to any specific request of Permittee that relates in any way to the regulatory or quasi-judicial power of the County and the County shall be released and held harmless by Permittee from any liability, responsibility, claims, consequential damages or other damages, or losses resulting from the denial or withholding of such requests; provided, however, that this provision shall not preclude any appeal from County action wherein the sole remedy sought is reversal of the County's action.

18.13 Entirety of Permit: The parties hereto agree that this Permit sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Permit may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.

18.14 Inspections: The authorized employees and representatives of the County and of any applicable Federal or State agency having jurisdiction hereof shall have the right of access to any premises, on or off the Airport, which the Permittee may occupy for use as administrative offices for the provision of services hereunder, at all reasonable times for the purposes of inspection to determine compliance with the provisions of this Permit. The right of inspection shall impose no duty on the County to inspect and shall impart no liability upon the County should it not make any such inspections.

18.15 Binding Effect: The terms, conditions and covenants of this Permit shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment.

18.16 Performance: The parties expressly agree that time is of the essence in the performance of this Permit and that the failure by Permittee to complete performance within the time specified,

or within a reasonable time if no time is specified herein, shall relieve the County of any obligation to accept such performance.

18.17 Employment Eligibility Verification (E-VERIFY): By entering into this Contract, the Permittee and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Permittee affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Permittee; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: (http://www.uscis.gov/e-verify)

If County has a good faith belief that Permittee has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Permittee agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Permittee shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Permittee has otherwise complied with its requirements under those statutes, then Permittee agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Permittee, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

18.18 First Source Hiring Referral Program ("FSHRP"): Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Permittee, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Permittee is free to fill its vacancies from other sources. Permittee will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Permittee performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at https://iapps.careersourcesfl.com/firstsource/. Refer to Exhibit G.

18.19 Public Records and Contracts for Services Performed on behalf of Miami-Dade County: The Permittee shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119,Florida Statutes., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Permittee upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms of the agreement.

IF THE PERMITTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE MIAMI DADE AVIATION RECORDS CUSTODIAN, JORGE MIHAIC (305) 876-0933; JMIHAIC@MIAMI-AIRPORT.COM; MIAMI-DADE AVIATION DEPARTMENT, RISK MANAGEMENT & SUPPORT SERVICES, P.O. BOX 025504, MIAMI, FLORIDA 33102-5504.

18.20 Whistleblower Protection: Permittee or its subcontractors, authorized to perform services on the Airport shall not take any Retaliatory Personnel Action against any employee or take any Retaliatory Action that affects the rights or interests of an employee in retaliation for making a complaint to any governmental entity, cooperating with an audit or investigation, participating in any administrative or judicial proceedings related to a GASP holders compliance or lack thereof with the GASP Permit or any County policy, including those set forth in Section 25 of the Miami-Dade Code, or for participating in the activities or establishment of a workplace safety committee. A finding of Retaliatory Personnel Action by a GASP holder or its subcontractor may result in termination of the GASP Permit under Article 11 of the GASP. Retaliatory personnel action shall mean the discharge, suspension, or demotion by an employer of an employee or any other adverse employment action taken by an employer, his or her agent, or any other person against an employee in the terms and conditions of employment.

18.21 Transition Period: It is in the County's best interests to ensure that MIA's operations are not interrupted or hindered by changes in its workforce every time an airline changes its service contractor, or when a service contractor contracts out work to a subcontractor, changes subcontractors, or in-houses previously subcontracted work. Therefore, establishing a worker retention requirement in this solicitation enables a transition period where employers are able to retain the existing workforce, making it less likely for the Airport to suffer a decrease in the quality of services or experience service disruptions due to losing experienced workers.

The Permittees shall extend written offers of employment to the employees of the immediately preceding Permittee or its Subcontractor at the Airport and retain such employees for a period of

forty-five (45) calendar days unless the Permittee determines and demonstrates to the County that such employees are unnecessary for the provision of services. If the Permittees determine that one or more additional employees are needed for the provision of Services during the initial forty-five (45) day period, then it must first offer employment, in writing, to any qualified employees of the immediately preceding Permittee. Employees may be terminated for cause within the forty-five (45) day period. After the conclusion of the forty-five (45) day period, continued employment may be under the terms and conditions established by the Permittees or as required by state or federal law. Permittees shall additionally require their Subcontractors to adhere to the same requirements when the Permittee subcontracts work it had previously performed through its own employees, and when the Permittee changes Subcontractors.

Within 45 calendar days of the expiration of the Contract, the Permittees shall provide a list of its employees and employees of each of their Subcontractors and their contact information, date of hire, and hours worked per week to the County. The Permittee shall include the foregoing language in its contracts with any Subcontractors. The County may request from the Permittees the aforementioned executed documents from the Permittee to determine compliance with the requirements of this paragraph. In the event of any failure by Permittees to comply with this worker retention requirement, the County shall provide written notice of such noncompliance. If the Permittee does not achieve compliance with this provision within thirty (30) calendar days following the County's written notice, then written notice of termination may be provided by the County. The provisions hereof shall not apply to the extent: (i) they are superseded by a collective bargaining agreement; or (ii) state or federal law or regulations preclude their applicability.

18.22 Supplier/Vendor Registration/Conflict of Interest:

a) Supplier/Vendor Registration
The Permittee shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the Permittee's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Permittee's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The Permittee confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in INFORMS at https://supplier.miamidade.gov.

b) Conflict of Interest and Code of Ethics
Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm,

corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

18.23 County User Access Program (UAP)

Not applicable.

18.24 Prohibition Against Governmental Entity Contracts With Common Carrier or Contracted Carrier
(Use if applicable or delete if not applicable to the Work/Services)

By entering into, amending, or renewing this Contract, including, without limitation a grant agreement or economic incentive program payment agreement (all referred to as "Contract"), as applicable, the common carrier or contracted carrier (collectively referred to as "Carrier" or "Contractor") is obligated to comply with the provisions of Section 908.111, Florida Statutes ("F.S."), "Prohibition against governmental entity contracts with common carriers," etc. as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 908.111, F.S. apply to this Contract.

This compliance includes Contractor providing an attestation that it is not willfully providing, nor will it willfully provide, any service during the Contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. This attention by the Contractor shall be in the form attached to this Contract as **Exhibit M - Common Carrier or Contracted Carrier Attestation Form** and must be executed by Contractor and provided County when entering, amending, or renewing this Contract. **This Contract shall not be effective unless and until Contractor executes and provides such attestation.**

Additionally, the Contractor acknowledges and agrees that this subsection and the corresponding compliance with the requirements of Section 908.111, F.S., are deemed added to Section 33 of the Contract (**FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**). The Contractor further affirms that if it is found in violation of the required attestation, or of any requirement of the Contractor set forth in Section 908.111, F.S., such violation shall be just cause for immediate termination of the Contract by the County, without opportunity to cure, and exclusive of any procedures to cure set forth in elsewhere in the Contract for other events of default. Such termination shall be effective on the termination date stated in the written notice provided by the County and Contractor shall take all actions provided in Section 23(e) of this Contract. If County terminates this Agreement for cause under this subsection, County shall retain its rights under Section 23(c)-(d) of the Contract to (1) terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees, and (2) debar Contractor from County contracting in accordance with the County debarment procedures.

18.25 Cybersecurity and Information Technology Procurement and Protection Program

All purchases of Cybersecurity Products shall abide by Sec. 2-8.2.6.2 of the Code of Miami-Dade County, *titled* Cybersecurity and Information Technology Procurement and Protection Program. The proposed software and/or hardware shall be produced in the United States, with the following exceptions:

(a) the required Cybersecurity Product is not produced in the United States, or if such required Cybersecurity Product is produced in the United States and it is not of a satisfactory quality to meet the needs of Miami-Dade County;

(b) upon a written recommendation of the County Mayor and approved by a majority vote of the Board of County Commission members present, compliance with the procurement and contracting requirements of Sec. 2-8.2.6.2 of the Code of Miami-Dade County, is not consistent with the best interests of the public; or,

(c) the Cybersecurity Product is purchased from a company or subsidiary that is not on the list of prohibited telecommunications companies in the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Public Law 115-232, as that list may be amended from time.

Permittee's employees who have access to County owned, licensed, or operated Cybersecurity Products shall be subject to Heightened Security Review prior to such employees being granted access to County Cybersecurity Products.

18.26 Federal, State, and Local Compliance Requirements:

As applicable, Permittee shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and, implementing regulations at 41 C.F.R. Part 60.

b) Miami-Dade County Small Business Enterprises Development Participation Provisions.

c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.

d) The Davis-Bacon Act, as amended(40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).

e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).

f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".

g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".

h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".

i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).

k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).

l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".

m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".

n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".

o) Any other laws prohibiting wage rate discrimination based on sex.

p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".

q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Permittee is certifying that the Permittee is in compliance with, and will continue to comply with, the provisions of items "j" through "o" above.

The Permittee shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Permittee for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Permittee. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Permittee prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Permittee shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Permittee, constitute a violation of any law or regulation to which Permittee is subject, including but not limited to laws and regulations requiring that Permittee conduct its operations in a safe and sound manner.

18.27 Federal Aviation Administration (FAA) Provisions

Compliance with Nondiscrimination Requirements:

During the performance of this Agreement, the Permittee ("Contractor"), for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and

retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Attachment B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    i. Withholding payments to the Contractor under the Agreement until the contractor complies; and/or

    ii. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contact Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a Subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

ii. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);

vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);

viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

ix. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);

x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to

ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor/Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor/Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

- All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

18.28 Force Majeure:

Performance by each party shall be pursued with commercially reasonable efforts in all requirements under this Agreement; however, except as otherwise expressly provided herein, neither party shall be liable to the other for any loss or damage for delay due to causes that (i) were beyond the reasonable control and (ii) were not caused by the negligence or lack of commercially reasonable efforts of the affected party or its subcontractors or suppliers. The parties agree that, provided the conditions stated in (i) and (ii) above apply, the following are causes or events of force majeure: acts of civil or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), riot or insurrection, inability to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics and unusually severe floods, or acts or decisions of the Federal Aviation Administration, the Department of Transportation, the Transportation Security Administration, or the Environmental Protection Agency. The party affected shall provide written notice to the other party indicating the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay. The parties agree that the commercial impacts of COVID-19 are currently known to the parties, and that commercial impacts related to COVID-19 shall not constitute force majeure events.

In the event of any delay resulting from such causes, and provided the affected party has promptly notified the other and exercised commercially reasonable efforts as provided herein above, the time for performance under this Agreement (including the payment of monies) shall be extended for a period of time reasonably necessary to overcome the effect of such delay.

18.29 U.S. Soccer Federation 2026 World Cup

The terms of this Contract are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018 pursuant to Board of County

Commissioners' Resolution No. R-187-18. In carrying out its obligations under this Contract, the Contractor shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the Airport Agreement. Where the Contractor's rights or obligations under this Contract are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to the Contractor, the terms of this Contract shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Contract, Contractor shall have the right, upon written notice to the County within five (5) days of receipt of notice of such a conflict, to terminate this Contract for convenience; in such termination, the Contractor shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the Contractor does not elect to terminate this Agreement within the time specified herein, this Contract shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

NOTE: The Agreement between Miami-Dade County and the U.S. Soccer Federation is available at: http://www.miamidade.gov/govaction/legistarfiles/MinMatters/Y2018/180129min.pdf

18.30 Human Trafficking

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as the Human Trafficking Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract. This Contract shall not be effective unless and until the Contractor executes and provides such attestation.

The Contractor further affirms that if it is found in violation of the required Affidavit, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

18.31 Survival

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

Remainder of page left intentionally blank.

IN WITNESS WHEREOF, the County has hereto caused this Permit to be issued and executed by its appropriate officials, which the Permittee by its execution by its appropriate officials hereby accepts, as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF MIAMI DADE COUNTY, FLORIDA

By:_____
Mayor

Attest: Clerk

By:_____
Juan Fernandez-Barquin
Clerk of the Court and Comptroller

(COUNTY SEAL)

PERMITTEE (If Individual or Partnership):

Name:_____

By:_____
Signature

_____
Print Name

Title:_____

WITNESSES TO ABOVE SIGNATURE:

_____
Signature
MARK DUBE
Print Name

_____
Signature
KAY CASTELLON
Print Name

PERMITTEE (If Corporation):

Name: **ULTRA AVIATION SERVICES, INC.**

By:_____
President

RAUL R. DUBE
Print Name

Attest:_____
Corporate Secretary
RAUL R. DUBE
Print Name

(CORPORATE SEAL)

ULTRA AVIATION SERVICES, INC. FLORIDA CORPORATE SEAL 1997

Approved as to form and legal sufficiency

_____
Assistant County Attorney

2. GENERAL

Permittee shall provide a full range of general aeronautical services to commercial aircraft operators and airlines operating at Miami International Airport (MIA) through contractual arrangements between the Permittee and the aircraft operators and air carriers.

2.1 INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA) SAFETY AUDIT FOR GROUND OPERATIONS (ISAGO)

As a condition of award, Permittee must provide evidence that it is currently designated or has applied for the International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO) designation.

(A) Permittee in the process of obtaining the ISAGO designation shall provide a letter from IATA to evidence that it is currently undergoing the ISAGO designation audit process, specifying the stage of the audit process for the referenced designation. The Permittee must obtain the ISAGO designation for MIA within twelve (12) months of award. Failure to obtain the ISAGO designation within the twelve-month period shall entitle MDAD in its sole discretion to (i) revoke the Permit, (ii) suspend the Permit until the designation is obtained, or (iii) extend the twelve-month period for good cause shown.

(B) Permittee that currently possess the ISAGO designation in another airport, but not at MIA, must obtain the ISAGO designation at MIA within six (6) months of award. Failure to obtain the ISAGO designation for MIA within the six-month period shall entitle MDAD in its sole discretion to (i) revoke the Permit, (ii) suspend the Permit until the designation is obtained, or (iii) extend the six-month period for good cause shown.

2.2 SCOPE OF SERVICES

2.2.1 The scope of services is as follows:

(A) Required Services: The Permittee shall have the nonexclusive right to provide and the obligation to offer to provide, under separate written contract(s) with commercial aircraft operators and airlines, the following aeronautical support services, subject to the limitations and conditions contained herein, at any location on the Airport.

1. Ticket Counter and Operations Services - Providing for the handling of passengers at the ticket counters, including the furnishing of linguists as required for the assistance of passengers, the sale and verification of tickets, weighing of baggage, and the operation of an information, communications, and operations office for the air carriers with whom the Permittee has contracted to supply such services. Any servicing of air carriers on the ticket counters and the use of baggage makeup units will require that the Permittee utilize the Department's Common Use Terminal Equipment (CUTE) Contract L-10047 and abide by the Department's Ticket Counter Allocation Policy (Exhibit 1). The Department will enter into a separate agreement with the Permittee, at prevailing multi-user rates, when such ticket counter space is made available by

the Department and leased to the Permittee. The Permittee must use the Department's Local Departure Control System (LDCS) when servicing air carriers on ticket counter space made available by the Department and leased to the Permittee.

2. Passenger Services – Preparing baggage and cargo clearance documents, arranging in-flight meals with persons or companies authorized by the Department to provide such meals, and providing assistance to disabled passengers. Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding individuals with disabilities including but not limited to applicable requirements of the Americans with Disabilities Act (ADA) and the Air Carriers Act.

3. Ramp Services - Towing of aircraft, positioning of aircraft, the safe and efficient loading and unloading of passenger, use of passengers loading bridges (PLBs), cargo, baggage, and mail to and from aircraft at the terminal building area or at hardstand positions (unless otherwise specifically authorized in the Permit), cleaning of aircraft (including cabin services stocking and restocking), delivery of cargo, baggage, and mail to and from aircraft as well as to other locations on the Airport authorized by the Department, providing aircraft utility services such as air start and cabin air, as well as the guiding of aircraft into and out of Airport loading and unloading positions. Permittee must have its own General Service Equipment (GSE), (pay movers, baggage tugs, stair truck, tow bars, carts, dollies, belt loader, cargo loaders, etc.), for the schedules and number of aircraft that they are contracted to handle. The Permittee must provide new or like new wheelchairs.

4. Porter Assistance Services - Handling and transportation, through the use of porters or other means, of baggage and other articles of passengers of contracting airlines or aircraft operators, upon request of the passengers, in the public access areas of the Airport terminal building, concourses, gates and the MIA Rental Car Center. Wheelchairs, including wide and aisle wheelchairs, must be available upon request. It is the preference of the County that wheelchair have docking station/corralling space saving and storage capabilities (refer to Exhibit 2). Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding people with disabilities, including but limited to applicable requirements of the ADA and the Air Carriers Act.

5. Dispatching and Communications Services – Each Permittee must be able to provide its own ground-to-aircraft radio communication services, issuing flight clearances, sending and receiving standard arrival, departure, and flight plan messages with appropriate distribution of received messages, as well as the calculation of fuel loads and take-off/landing weights and weight and balance for aircraft.

6. Meteorological Navigation Services - Providing weather information based on the analysis and interpretation of the latest charts, providing prognostic weather charts, and providing information for en-route aerial navigation as specified in Aircraft Dispatcher FAA Requirements, 14 CFR Part 65.

(B) Support Services: The Permittee shall have the nonexclusive right to provide and the option of offering, under separate written contract(s) with commercial aircraft operators and airlines, the following support services subject to the limitations and conditions contained herein:

1. Providing personnel, equipment, and materials to clean the exclusively leased facilities of air carriers with whom the Permittee has contracted to provide the aeronautical services authorized herein. Cleaning services include, but are not limited to, floors, walls, window, furniture, fixtures and disposal of waste. All waste disposal receptacles shall be of a type and located in areas approved of in writing by the Department prior to installation.

2. Providing delayed baggage services for air carriers and aircraft operators, subject to the operating rules and regulations of the Department for such service providers.

3. Providing security services to include, but not limited to, positive bag check in the baggage claim areas.

4. Providing non-ramp cargo services to include cargo acceptance, cargo documentation of airway bills, cargo freighter ramp handling. Note: In-warehouse cargo handling operations require a separate permit and are not allowed under the services offered hereunder. This prohibition does not apply to services for passenger aircraft at hardstand positions assigned by MDAD's Airside Division.

(C) Personnel

1. General Manager: The Permittee shall hire and assign a full-time General Manager to be present in the Airport during normal working hours of 8AM to 5PM and such other managers and supervisors as may be required. The General Manager shall be qualified and experienced in the management and control of the services required to be performed hereunder. The General Manager shall be delegated sufficient authority to insure proper performance by the Permittee, in accordance with the terms and conditions of this Permit and to accept service of all notices provided for herein.

2. The Permittee shall properly control its employees, who shall present a clean, neat and professional appearance at all times, discharge their duties in a cooperative, courteous and efficient manner, and be suitably uniformed, and shall require all personnel to wear visibly on their person, at all times while on duty, a distinctive name tag identifying the individual by name, employee number and title, if appropriate, and as an employee of the Permittee and the Department issued identification badges.

(D) Equipment Requirements: The Permittee must be able to provide the required amount of ground equipment to handle the contracts they obtain. All equipment must be in good working condition in accordance with the requirements set forth in Miami-Dade County Code, Chapter 25, and be suitable for the services required in the Permit.

(E) Amendment of Permittee Obligations: In recognition that the nature of the aviation industry is rapidly changing and that new technology and operating methods and practices may evolve during the term of the Permit, the Department may, in writing, amend the description of required and support services contained in Subsection (A) and (B) above, and authorize and require additional aeronautical services not contemplated or known as of the date of this Solicitation.

2.2.2 FAA Aircraft Dispatcher Certifications:

The Permittee is required to provide the Miami-Dade Aviation Department on a continuous basis (throughout the term of the Permit), copies of all required FAA Aircraft Dispatcher certifications for all employees performing meteorological, navigation and dispatching services.

NOTE: Except as otherwise prohibited in the Permit, Subcontractors are allowed.

2.3 PAYMENTS TO THE COUNTY

As part of the consideration for the Permit, the Permittee, as consideration for the rights and privileges granted the Permittee, shall on a monthly basis report and pay the County the amount of seven percent (7%) of its monthly Gross Revenues, as defined in Article 3.06 of this Permit.

2.4 EMPLOYEE SATISFACTION

The County desires that employees of the Permittee are aligned with the Airport's mission of providing best in class customer service to its passengers and tenants. The County believes that satisfied and motivated employees provide a better class of service than employees who are dissatisfied with their employment. Accordingly, the County desires that Permittee will undertake concrete actions to generate a highly motivated, satisfied work force. The County acknowledges that the Permittee may use multiple individual methods to generate motivated, satisfied employees, and nothing in the RFQ required that the Permittee utilize or proffer any particular method. However, as employee satisfaction is a material basis of this procurement, the County expects the Permittee to, at a minimum, maintain the methods proffered as part of its Proposal for the term of the permit. See attached Appendix A1 – Employee Satisfaction incorporated as an attachment to this Contract.

To the extent that a Permittee voluntarily proffered to provide employment conditions beyond the statutory minimums as part of its demonstration of employee satisfaction, those proffered conditions shall be incorporated into this Permit, as such proffer is a material and voluntary inducement to the County entering into such Contract. See attached Appendix A1 – Employee Satisfaction incorporated as an attachment to this Contract. After award of the Permit, in the event Permittee materially reduces or diminishes the employment conditions from those described in its Proposal, the County's share of Permittees' Gross Revenues shall be increased from 7% to 12% of the Gross Revenues earned during the period that such reduction or diminishment is effective, except where employment conditions are changed pursuant to the enactment or revision of a collective bargaining agreement. Nothing in this section requires the Permittee to offer employee benefits in excess of the minimums provided in state or federal law. Nothing in any Permit issued to the Permittee shall mandate the provision of employee benefits in excess of state or federal law. After award, the Permittee's determination to provide the benefits proffered in its Proposal in exchange for the County claiming 7% of its gross revenues, or providing lesser benefits in exchange for the County claiming 12% of its gross revenues shall be at the Permittee's sole discretion and commercial judgment.

To the extent that a Permittee voluntarily proffered wages as part of its demonstration of employee satisfaction, the Permittee shall abide by and remain compliant with those wages submitted as part of its Proposal for the term of the permit and ensure that its

subcontractor(s) abide by and remain compliant with its proffered wages for the term of the permit. See attached Appendix A1 – Employee Satisfaction incorporated as an attachment to this Contract.

2.5 TRANSITION PERIOD

It is in the County's best interests to ensure that MIA's operations are not interrupted or hindered by changes in its workforce every time an airline changes its service contractor, or when a service contractor contracts out work to a subcontractor, changes subcontractors, or in-houses previously subcontracted work. The hiring process for the transition period shall be in the following order as further described below:

2.5.1 Right of First Refusal of Employment

The Permittee and its subcontractors shall, except as otherwise provided herein, in good faith offer employees employed under the predecessor Permit whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified; **thereafter,**

2.5.2 Worker Retention

Establishing a **worker retention requirement** enables a transition period where employers are able to retain the existing workforce, making it less likely for the Airport to suffer a decrease in the quality of services or experience service disruptions due to losing experienced workers.

The Permittees shall extend written offers of employment to the employees of the immediately preceding Permittee or its Subcontractor at the Airport and retain such employees for a period of forty-five (45) calendar days unless the Permittee determines and demonstrates to the County that such employees are unnecessary for the provision of services. If the Permittees determine that one or more additional employees are needed for the provision of Services during the initial forty-five (45) day period, then it must first offer employment, in writing, to any qualified employees of the immediately preceding Permittee. Employees may be terminated for cause within the forty-five (45) day period. After the conclusion of the forty-five (45) day period, continued employment may be under the terms and conditions established by the Permittees or as required by state or federal law. Permittees shall additionally require their Subcontractors to adhere to the same requirements when the Permittee subcontracts work it had previously performed through its own employees, and when the Permittee changes Subcontractors.

Within 45 calendar days of the expiration of the Contract, the Permittees shall provide a list of its employees and employees of each of their Subcontractors and their contact information, date of hire, and hours worked per week to the County. The Permittee shall include the foregoing language in its contracts with any Subcontractors. The County may request from the Permittees the aforementioned executed documents from the Permittee to determine compliance with the requirements of this paragraph. In the event of any failure by Permittee to comply with this worker retention requirement, the County shall provide written notice of such noncompliance. If the Permittee does not achieve compliance with this provision within thirty (30) calendar days following the County's written notice, then written notice of termination may be provided by the County. The

provisions hereof shall not apply to the extent: (i) they are superseded by a collective bargaining agreement; or (ii) state or federal law or regulations preclude their applicability.

2.6 REQUIRED TRAINING

The Permittee shall incorporate an ongoing program related to recruitment, selection, promotion and training of Permittee staff. Training should include customer service, sensitivity training, and quality control. Permittee will be required to have all employees dealing directly with the public (passengers, customers, etc.) to complete the **Miami Begins with Me Customer Service Champion Program**, provided by the Greater Miami Convention & Visitors Bureau, through Miami Dade College School of Continuing Education & Professional Development (305-237-7494) or at npineda@mdc.edu) which is paid for by MDAD.

In addition to any other employee training required under applicable Federal or State law or regulations, all Permittees shall provide a 16 hour safety training to all of their employees providing services. The initial training shall be completed within sixty (60) calendar days of hire for new employees. Employees who are already providing services on the Effective Date shall complete the required training within sixty (60) calendar days of the Effective Date of Permit award. Following the initial training, each employee shall be provided annually with an eight (8) hour refresher training. Such trainings shall be provided by the Permittee at no expense to the employee. All employees shall be compensated by the Permittee at their regular hourly rate for the time spent participating in the trainings. The trainings shall cover, without limitation, the following subjects:

A. Trainings must satisfy the following criteria:

1. Provided by an MDAD-Approved Safety Training Provider at no expense to the employee.
2. A course that is effective and interactive. The terms "effective and interactive" shall mean:
   a. A combination of in-person classroom instruction and,
   b. Delivery in a setting removed from the employee's daily duties
3. Use of audio, video or computer technology to complement and support classroom instruction and to supplement training.
4. Composed of both didactic and practical applications, including hands-on, experiential learning that allow employees to practice skills learned such as providing assistance to passengers with disabilities, lifting heavy objects.
5. Completed in manageable increments that support learning (A summative assessment component is recommended followed by evaluation surveys of the instructors or learning program).
6. Conducted in a manner that fosters a full understanding of the content and intent of the curriculum.
7. Provided training materials for employees shall be appropriate in content and vocabulary to the language, educational level and literacy level of the employees receiving the training.
8. Trainings must be reviewed and approved by the Joint Labor Management Workplace Safety Committee (See Section 2.7.D herein).

B. Requirements for Safety Training Providers

- Permittee should identify trained personnel or training providers with the following qualifications (qualifications may be satisfied by utilizing more than one provider or instructor):

    1. At least 3 years of demonstrated experience in providing experiential health and safety training for service workers.
    2. At least 5 years of demonstrated experience in providing adult workplace educational instruction, which includes:
    3. Cultural competence and fluency in the language or languages that the relevant employees understand.
    4. Certified Industrial Hygienist (CIH) or Certified Safety Professional (CSP).

- In order to be approved by MDAD, the Permittee shall submit a copy of the proposed curriculum(la) to MDAD. The curriculum(la) shall be in a form prescribed by MDAD and shall include, but not be limited to:

    1. A chronological listing of topics, including the date, time and number of hours allotted to each topic; and
    2. The names of the safety training instructor(s) and the type of instructor certification(s) held, and provide MDAD with resumes demonstrating the Permittee's supervisory personnel meets the Occupational Safety and Health Administration (OSHA) "Requirements for Safety Training Providers".
    3. Indicate which instructors are instructing which modules.

    When/if MDAD makes the determination that the training has satisfied all criteria, MDAD shall provide written approval, in a standard form to be developed by MDAD, indicating that training may commence.

- Permittee shall submit the following information as proof of compliance to MDAD on the fifteenth (15th) day of every third calendar month:

    1. A list of all employees, indicating which of those employees were hired during the previously completed three (3) calendar months;
    2. A list of all employees that received a certificate of completion for an approved forty (16) hour safety training during the previously completed (3) calendar months;
    3. A list of all employees that received a certificate of completion for an approved eight (8) hour safety refresher training during the previously completed (3) calendar months.
    4. Records must include the employee's name, job function, date the employee began working at MIA, date employee is no longer at MIA, and the date, hours, method of delivery and subject of each training class.
    5. Training reports with all of the above data must be submitted to MDAD in electronic format.
    6. Training records must be retained for three (3) years and are subject to audit by MDAD.

2.7 JOINT LABOR MANAGEMENT WORKPLACE SAFETY COMMITTEE

Nothing in this section shall be deemed to diminish the rights, privileges, or remedies of any employee under any collective bargaining agreement.

2.7.1 Expectations of Established Committee

The County desires that employees of the Permittee are aligned with the Airport's mission of providing best in class customer service to its passengers and tenants, and believes that mechanisms for addressing on-site safety concerns leads to more satisfied employees and better customer service. It is thus the County's desire that the Permittee should allow employees to establish and administer a Joint Labor-Management Workplace Safety Committee preferably as follows:

Each workplace safety committee should ideally be composed of employee and employer designees, provided at least two-thirds (2/3) are non-supervisory employees. Permittee employee members of the committee should be selected by, and from among, non-supervisory employees. Committees should be co-chaired by a representative of the employer and non-supervisory employees. Where there is a collective bargaining agreement in place, the collective bargaining representative should be responsible for the selection of employees to serve as members of the committee. Committees representing geographically distinct worksites may also be formed as necessary.

No Permittee should interfere with the selection of employees who should serve on such committee or who serve as the workplace safety designee or with such employees' performance of the duties authorized under this section.

Each workplace safety committee and workplace safety designee of the Permittee should be authorized to perform the following tasks, including but not limited to:

(a) Raise health and safety concerns, hazards, complaints and violations to the employer to which the employer must respond.

(b) Review any policy put in place in the workplace required by any provision of this chapter or any provision of the workers' compensation law and provide feedback to such policy in a manner consistent with any provision of law.

(c) Review the adoption of any policy in the workplace in response to any health or safety law, ordinance, rule, regulation, executive order, or other related directive.

(d) Participate in any site visit by any governmental entity responsible for enforcing safety and health standards in a manner consistent with any provision of law.

(e) Review any report filed by the employer related to the health and safety of the workplace in a manner consistent with any provision of law.

(f) Regularly schedule a meeting during work hours at least once a quarter. Employers should permit safety committee designees to attend a training, without suffering a loss of pay, on the function of worker safety committees, rights established under this section, and an introduction to occupational safety and health.

Any employee who participates in the activities or establishment of a workplace safety committee should not be subject to retaliation, including, but not limited to, discharge, suspension, or demotion by an employer of an employee or any other adverse

employment action taken by an employer, his or her agent, or any other person for any actions taken pursuant to their participation.

Permittees are not required to have a safety committee that complies with this Section, and may proffer alternate safety forums for consideration by MDAD.

2.7.2 Changes in Established Committee

At any time during the term of the Agreement and any extensions of such term if, in MDAD's opinion, the Permittee material alters reduces or diminishes employee involvement in the safety committee as proffered in the Proposal, the County's share of Permittee's Gross Revenues shall be increased from 7% to 12% of the Gross Revenues earned during the period of such reduction or diminishment is effective, except where involvement is changed pursuant to the enactment or revision of a collective bargaining agreement.

Nothing in this section requires the Permittee to offer a safety committee, or a safety committee consistent with the County's desires. Nothing in any permit issued to the Permittee shall mandate the existence of a safety committee, and the Permittee determination to provide the benefits proffered in its Proposal in exchange for the County claiming 7% of its gross revenues, or providing lesser benefits in exchange for the County claiming 12% of its gross revenues shall be at the Permittee's sole discretion and commercial judgment.

2.8. INCREASE OF COUNTY SHARE OF GROSS REVENUES

The County is willing, as the proprietor of the Airport, and as a commercial matter, to trade better customer service for a lower share of Permittee's gross revenues. The County believes that potential passengers and tenants make choices as to which airports to utilize based in part on the customer service they are provided at the Airport, including by Permittees. Better customer service leads to more customers and therefore greater revenues for the County. Motivated, satisfied employees provide better customer service to passengers using Miami-International Airport. Where a Permittee makes choices with respect to its employees which the County believes will result in worse customer service, and thus, lower ultimate revenues for the County, the County desires as a commercial matter a greater share of Permittee's Gross Revenues to offset this potential revenue loss. Accordingly, in the event that, following award of a Permit, and due to the choices of Permittee to diminish or change employment conditions or any safety committee, the County shall thus be entitled to a greater share of 12% of Gross Revenues as described in sections 2.4 and 2.7.2 above.

Remainder of page left intentionally blank.

APPENDIX A1
EMPLOYEE SATISFACTION

A.21 – EMPLOYMENT SATISFACTION

Describe in detail, the specific and concrete steps the Proper is taking/will undertake to ensure that its employees are satisfied and highly motivated. Proper may proffer surveys, employment histories, or other metrics which Proposer contends demonstrates employee satisfaction. Proposers may, but are not required to, proffer wage information or other information related to conditions of employment to demonstrate employee satisfaction. Proposers demonstrating satisfaction through this method shall include, at their option, the information requested in 23) and 24) below.

Ultra Aviation Services has been an industry leader, providing General Aeronautical Services at Miami International Airport. As a certified LDB company, we are committed to Miami-Dade County, its economy, and its citizens. Throughout its permit term, ULTRA has voluntarily abided by the county's LWO although it had no legal obligation to do so.

In Florida, employment conditions and minimum requirements are governed by various state and federal regulations. Here are some key factors of how ULTRA will meet or exceed these minimums:

1. **Minimum Wage**: As of September 2024, the minimum wage in Florida is $13.00 per hour. It is set to increase to $15.00 by 2026. **ULTRA current starting pay rate is $20.34, which is the current LWO rate, and provides annual increases.**

2. **Overtime Pay**: Florida adheres to the Fair Labor Standards Act (FLSA), which requires that non-exempt employees receive overtime pay at 1.5 times their regular rate for any hours worked over 40 in a workweek. **ULTRA complies with Fair Labor Standards Act (FLSA).**

3. **Workplace Safety**: Employers must comply with OSHA regulations to ensure a safe workplace. Employees have the right to report unsafe working conditions. **ULTRA has a robust safety management system (SMS) in accordance with its ISAGO certification which includes an OSHA compliant and comprehensive workplace safety program. (Ref. Ultra General Operations Manual Section C)**

4. **Anti-Discrimination Laws**: Florida law prohibits discrimination in employment based on race, color, religion, sex, national origin, age, disability, and marital status. The Florida Commission on Human Relations enforces these laws. **ULTRA complies with Fair Labor Standards Act (FLSA).**

5. **Unemployment Benefits**: Florida offers unemployment compensation to eligible individuals who lose their jobs through no fault of their own. Eligibility criteria and benefit amounts are established by the Florida Department of Economic Opportunity. **ULTRA complies with Fair Labor Standards Act (FLSA).**

6. **Holiday Meals:** Traditionally, ULTRA caters holiday meals for those employees who are working on Thanksgiving and Christmas Day.

7. **Suggestion Box:** ULTRA maintains a suggestion box next to each clock, which is checked regularly for input regarding employee satisfaction and concerns.

8. **Open-Door Policy:** ULTRA maintains an open-door policy. This has been at the core of Ultra Aviation Services since its founding. Employees are encouraged without fear of retaliation to provide feedback directly to supervisors, managers, and executive leadership with any and all concerns that may enhance the safety and satisfaction of our clients, customers, and workforce alike.

9. **Flexibility in hours:** ULTRA appreciates that employees with a healthy work-life balance are not only happier but also perform better on the job with fewer absences and more on-time reporting for duty. Being a 24/7 operation, we work hand in hand with employees to find and adjust schedules as possible within our clients' flight activity to accommodate their individual needs, other jobs, extra-curricular activities, or personal commitments.

10. **Job Roles and Responsibilities:** As an ISAGO certified ground handler our job roles are clearly defined with our **General Operations Manual**.

11. **Opportunities for Growth:** ULTRA's core philosophy is to **PROMOTE FROM WITHIN.** We look first to internal candidates to fill vacant lead, supervisory, and management roles before considering external candidates. As demonstrated by the longevity of our "key management personnel".

12. **Recognition and Rewards:** Whenever an external recognition of an employees' performance is provided in writing from a customer or other entity it is acknowledged with the retention of a copy in their file and a gift certificate is awarded.

13. **Organizational Culture:** As a Family Owned and Operated business for over 25 years, Ultra Aviation Services' family values are an integral part of the corporate culture. ULTRA employees are part of that extended family.

14. **Future Considerations:** ULTRA is willing to explore the benefits of offering an annual employment satisfaction survey for the measurement of employee satisfaction metrics, in conjunction with our existing key performance indicators (KPI).

Please refer to Attachment B (a-i) – Employment Conditions Questionnaire for additional detail.

A.22 – CRITERIA IN SUPPORT OF SAFE WORK PRACTICES

Describe Proposer's criteria in support of safe work practices to include details on providing safe and accessible working conditions to all employees assigned to the resultant contract.

At Ultra Aviation Services, safe work practices are critical to ensuring a healthy and secure work environment. These encapsulate ULTRA's key philosophies and practices that support workplace safety. These are supported and governed by our best business practices as documented in our ISAGO certified General Operations Manual.

1. Compliance with OSHA Standards: **ULTRA has a robust safety management system (SMS) in accordance with its ISAGO certification which includes an OSHA compliant and comprehensive workplace safety program. (Ref. Ultra General Operations Manual Sections C & D)**

2. Risk Assessment: ULTRA conducts regular risk assessments to identify potential hazards in the workplace. This includes evaluating physical, environmental, safety and operational risks and implementing measures to mitigate them. **(Ref. Ultra General Operations Manual Section C)**

1. Training and Education: ULTRA provides employees with proper training on safety protocols, emergency procedures, and the correct use of equipment. This training is ongoing and updated regularly in accordance with ISAGO requirements. **(Ref. Ultra General Operations Manual Section E)**

2. Personal Protective Equipment (PPE): ULTRA employs the use of appropriate PPE, such as safety vests, ear protection, face shields & gloves based on the hazards present in the workplace. Employees are trained on the correct use and maintenance of PPE. **(Ref. Ultra General Operations Manual Section J.3.1)**

3. Emergency Procedures: ULTRA has established processes for communicating emergency response plans for incidents such as fires, chemical spills, or natural disasters which ensure that employees know how to respond appropriately during an emergency. **(Ref. Ultra General Operations Manual Section D)**

4. Reporting and Response to Incidents: ULTRA has clearly defined processes for reporting workplace injuries and incidents. Prompt investigation of these incidents help identify root causes to implement corrective actions to prevent future occurrences. **(Ref. Ultra General Operations Manual Section C)**

5. Maintenance of Equipment: ULTRA has a clearly defined regular maintenance and inspection program for its ground service equipment (GSE) to ensure that they operate safely. **(Ref. Ultra General Operations Manual Section K)**

6. Workplace Environment: ULTRA Maintains a clean and organized work environment reduces hazards and promotes safety. This includes proper storage of materials, clear access to exits, and adequate lighting. Recurrent audits are performed in compliance with our ISAGO program as defined by our General Operations Manual.

7. Employee Involvement: ULTRA employees participate in safety committees and provide input on safety practices creating a culture of safety and enhanced awareness of potential hazards. **(Ref. Ultra General Operations Manual Section C.1.3)**

A.23 – PROPOSER WAGES

Provide the wages that will be paid to its employees performing Services on the resultant contract as detailed in Proposer's Attachment B - Employment Conditions Questionnaire.

Ultra Aviation Services has been an industry leader, providing General Aeronautical Services at Miami International Airport. As a certified LDB company, we are committed to Miami-Dade County, its economy, and its citizens. ULTRA's employees are being paid at the current living wage and the company provides annual increases.

Below will be the starting wage rates for new employees:

All new "entry-level non-exempt" employees will begin their employment with Ultra Aviation Services as in accordance with the current Miami-Dade County Minimum Living Wage.

October 1, 2023 – September 30, 2024: *($16.51 + $3.83 per hour)* **$20.34 per hour**

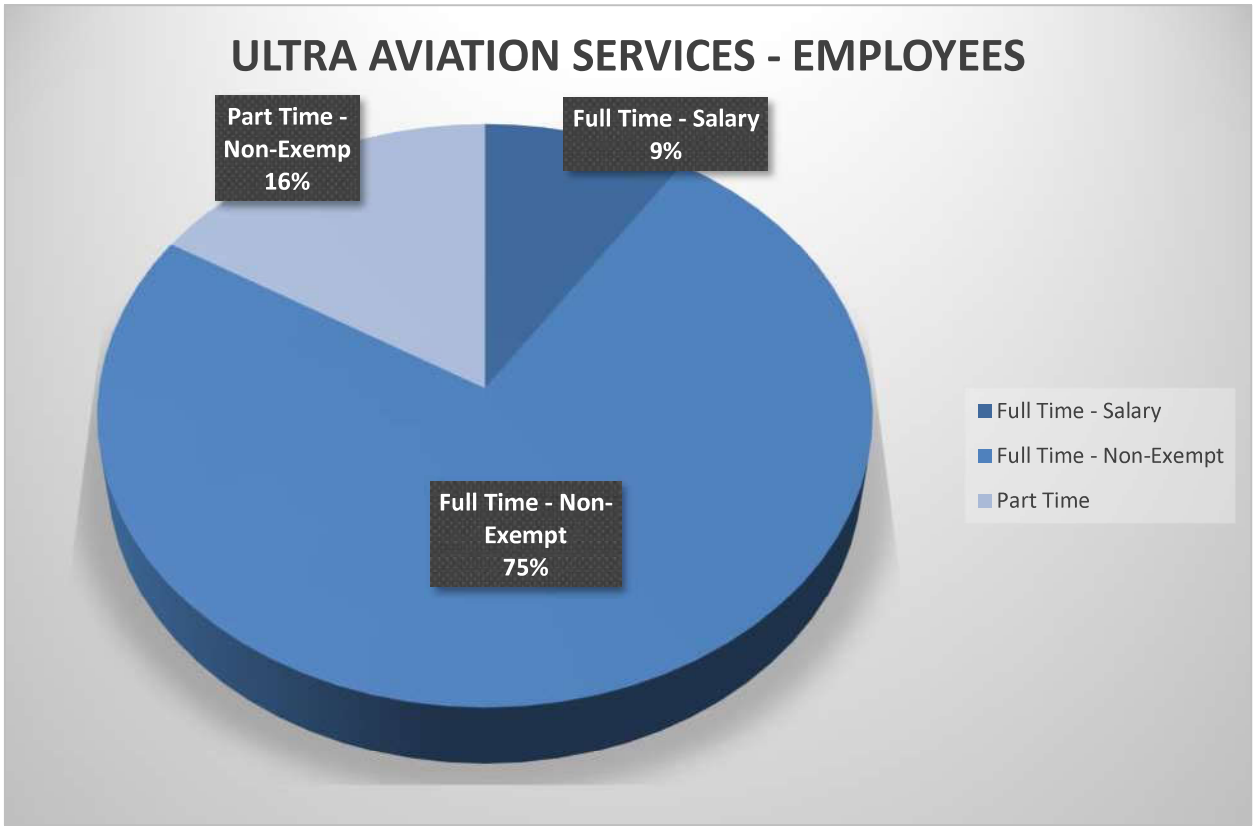
October 1, 2024 – September 30, 2025: *($17.45 + $3.81 per hour)* **$21.26 per hour**

Refer to Attachment B for additional information regarding current employees.

A.24 – FULL-TIME vs. PART TIME

Provide the percentage of employees that the Proposer intends will perform on this Contract that will be Full-time (eligible for benefits) and Part-time

As of this RFP, Ultra Aviation Services employs a total of 657 aviation professionals under Direct Contracts and LDB Sub-Contracts.



** Future number of employees and percentages may vary based on business requirements.*

A.20 – SAFETY COMMITTEE

Describe in detail, the Proposer's proposed workplace safety committee per Scope of Services Section 2.7

Ultra Aviation Services currently as part of its existing ISAGO General Operations Manual maintains a workplace safety committee defined internally as the Safety Assurance Committee. The Safety Assurance Committee is an integral part of the Safety Management System (SMS) and a component of the Company's Safety Assurance Policy.

The Safety Committee is responsible to evaluate the continued effectiveness of risk control strategies, identify new hazards, follow up on new incidents, and conduct safety inspections. The committee has quarterly meetings to review safety issues and follow up on previous items. Recommendations by the committee are documented and implemented as required. **Participation occurs during working hours and employees are compensated for their time.**

The Safety Committee is currently composed of 5 employees to which in the spirit of the RFQ, MDAD, and promoting a safer workplace ULTRA will look to expand the committee to include a non-exempt employee representative from each operational department.

At ULTRA Safety is Everyone's Responsibility. As part of the ISAGO Safety Management System:

C.2.1 - Safety Reporting - Any personnel who wish to report operational hazards, deficiencies, or any other area of concern, may report them to their immediate supervisor, any compliance agent, the Station Manager, the Safety & Compliance Manager, the Director of Human Resources, or the Director of Operations by completing and Operational Hazards form. **(FORM U-SMS-01)**

C.2.5 Responsibility - Every Ultra Aviation Services Employee has direct responsibility for health and safety as an essential part of their job. Each employee is responsible to work in a safe manner and to comply with both regulatory and company requirements and safe work procedures. In addition, All personnel must:

- Work to prevent accidents and injuries;
- Accept that accidents and injuries have causes that can be eliminated or reduced;
- Accept that health and safety is an essential part of doing their work (health and safety is not an extra responsibility, it is part of the job);
- Have a clear understanding of what they are responsible for, what they can do to change matters, and when things must be done.
- Ensure the maintenance of health and safety standards on the job and in the workplace in general.
- Have a clear understanding of their own skill, ability and limitations, and should have the capacity to carry out their duties.
- Personally and/or in cooperation with others strive to improve work processes and reduce risk by continually looking to exceed minimum standards.

For additional information related to our SMS please see attached "Section C – Safety and Quality Management "of our ISAGO certified General Operations Manual.

ULTRA AVIATION SERVICES, INC.

ATTACHMENT B - (a) Wages

Ultra is a local Miami-Dade County company, currently employing over 650 aviation professionals. The chart below demonstrates the experience that Ultra Aviation Services has obtained by working as an GENERAL AERONAUTICAL SERVICE PROVIDER (GASP) over the last 8 years.

WAGES - HOURLY / NON-EXEMPT EMPLOYEE POSITIONS AT MIA **AS OF 20 SEP 2024**

Job Title	# of Employees	Starting Wage as of Oct. 1, 2023 (LWO) ($16.51 + $3.83)	Highest Wage	Median Wage	% of Employed 30 hours per week or more (approx.)	Scheduled pay increases for Oct 1, 2024 ?	Will Proposer provide an increase every year of the GASP?	# Employees with 1 year+ seniority
PASSENGER SERVICE AGENT	148	$ 20.34	$ 22.60	$ 20.34	98	4.5%	YES	81
WHEELCHAIR / SKYCAP AGENT	101	$ 20.34	$ 21.34	$ 20.34	73	4.5%	YES	80
PORTER AGENT	76	$ 20.34	$ 22.00	$ 20.34	69	4.5%	YES	55
RAMP / BAGROOM AGENT	123	$ 20.34	$ 23.34	$ 20.34	114	4.5%	YES	60
CABIN SERVICE AGENT	49	$ 20.34	$ 21.34	$ 20.34	46	4.5%	YES	35
SECURITY AGENT	78	$ 20.34	$ 21.34	$ 20.34	75	4.5%	YES	46

Station: MIA **575 Non-Exempt Employees** **357**

Note: LWO Above represents the Miami-Dade County Living Wage Ordinance

Will the Proposer commit to paying wages as high as what is currently required by the Living Wage Ordinance? NOTE: At the time of this solicitation, the current Miami-Dade Living Wages are $16.51 per hour with qualifying health benefits valued at least $3.83 per hour, otherwise $20.34.	**YES**
Does Proposer offer longevity bonuses? If so, how much? How many employees receive this bonus?	**No, Ultra Aviation Services does not offer longevity bonuses.**

ULTRA AVIATION SERVICES, INC.

ATTACHMENT B - (b) Health & Retirement Benefits

Does Proposer provide health insurance to employees?	**YES**
Does the Proposer's health insurance require premium sharing by the employee?	**YES**
	Non-Exempt
If yes, what is the monthly premium for single coverage?	**$ 506.27**
What is the annual deductible?	**$ 9,450.00**
What is the co-payment for a primary care visit?	**$ 150.00**
How many employees receive health insurance?	**Per Employee Option**
What rate does Proposer pay for health insurance per employee?	**LWO $3.81 per hour worked per month and deficit, if applicable.**
What form of benefit? E.g., 401k, etc.	**Not as this time.**
How many employees receive this benefit?	**N/A**
Proposer's contribution, if any, to retirement program:	**N/A**

MDC445

ULTRA AVIATION SERVICES, INC.

ATTACHMENT B - (c) Paid Leave

Does Proposer provide paid sick days? Sick days per year: If applicable, please explain accrual method (for example, 1 hour per 40 hours):	**Not at this time.** **N/A**
Does Proposer provide paid vacation day? If applicable, please explain accrual method, (for example, 1 hour per 40 hours):	**Not at this time.** **N/A**
If Proposer provides one pool of leave time for both sick and vacation leave, (Paid Time Off - PTO), rather than separate pools, please indicate number of combined leave days: If applicable, please explain accrual method, (for example, 1 hour per 40 hours):	**Employees may schedule unlimited unpaid time off as needed and/or request a change in shift or assignment to meet their individual needs, with suitable advance notice. Ultra Aviation does not provide paid time off (PTO) to non-salaried employees.** **The company also fully complies with the Family Medical Leave Act (FMLA) & Florida Law.** **N/A**

MDC446

ULTRA AVIATION SERVICES, INC.

ATTACHMENT B - (d) Fringe Benefits

Does Proposer provide employees with a uniform allowance: Value of uniform allowance: $_____ per month/year/etc. ? Is the uniform allowance provided to all employees? If not, please explain:	**YES, one (1) set per year.** **Between $75.00 and $140.00 per year, after the first year. The uniform varies per department.** **YES**
Does Proposer provide any other economic benefits?: Paid Parking: Flight benefits: Other, please expliain below:	 **NO** **NO** **NO**

MDC447

ATTACHMENT B - (e) Breaks

Does Proposer provide employees a paid meal break?	**NO**
Does Proposer provide a break area for employees?	**YES, Ultra Aviation maintains three office/employee break areas at MIA in Terminals G, H, and J.**

ULTRA AVIATION SERVICES, INC.

ATTACHMENT B - (f) Health and Safety Protections

Within the last ten years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?	**NO**		
What is your firm's experience modification rate?	**Code:**	**7403**	**3.40**
		8810	**0.15**
Does Proposer meet all applicable federal Occupational Safety and Health standards?	**YES**		

ATTACHMENT B - (g) Collective Bargaining Agreement & Labor Pe

MDC448

Does Proposer have a labor peace agreement with any union that represents or seeks to represent Miami international Airport employees?	**NO**
Which employees does it cover?	**N/A**
Link to the CBA if available on-line:	**N/A**

ATTACHMENT B - (h) Anti-Retaliation

Does Proposer commit to not retaliating against any employee, including employees of any subcontractor, for notifying the County, an enforcement agency, or other party about the Proposer's or Proposer's subcontractor's noncompliance with any wage, anti-discrimination, paid leave, or other workplace standards laws, including by discharging, reducing hours or compensation, otherwise discriminating against the employee?	**YES**

ULTRA AVIATION SERVICES, INC.

ATTACHMENT B - (i) Subcontractor's Compliance

How will the Proposer monitor subcontractors for compliance with wage, anti-discrimination, health and safety, and other workplace laws? Please describe the steps Proposer will take in the space provided below.	**As and LDB, Ultra Aviation Services does not sub-contract the provision of any airport services.**
If the Proposer has contracted or plans on contracting with a subcontractor to provide any Airport services, the Proposer and the Subcontractor(s) shall complete and submit this questionnaire as an attachment.	**N/A**

MDC449

ATTACHMENTS

General Aeronautical Service Permits (GASP)
to Commercial Aircraft Operators and Airlines

NONEXCLUSIVE GENERAL AERONAUTICAL SERVICES PERMIT, MIAMI INTERNATIONAL AIRPORT, MIAMI, FLORIDA

made as of the _ day of __ _____ in the year Two Thousand and _____.

Between the County: **Miami-Dade County Florida**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the "County", which shall include its officials, successors, legal representatives, and assigns.

And the Permittee: **Menzies Aviation (USA), Inc.**

Which term shall include its officers, partners, employees, successors, legal representatives and assigns.

Description of the Project: The scope of services for these Permits will include, but may not necessarily be limited to, the following aeronautical services namely Ramp, Porter Assistance, Passenger Dispatching and Communications, Meteorological Navigation, Ticket Counter and Operations Space, Janitorial Delayed Baggage, and Security Services for Commercial Aircraft Operators and Airlines at Miami International Airport as more specifically described in these documents, as more specifically herein.

Preclusion: The Permittee may not subcontract any services awarded under this Permit to any other Permittee awarded as a result of Solicitation RFQ ENV0000202.

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APPENDIX A: Scope of Services

APPENDIX A1: Employee Satisfaction

ATTACHMENTS

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EXHIBIT K: Local Developing Business Participation Provisions
EXHIBIT L: Ground and Cargo Handling Operations Policies
EXHIBIT M: Common Carrier or Contracted Carrier Attestation Form

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DEFINITIONS AND RULES OF INTERPRETATION

DEFINITIONS

The following words expressions used in this Permit shall be construed as follows, except when it is clear from the context that another meaning is intended:

A. **AIRLINE USE AGREEMENT (AUA)** shall mean the Agreement between the County and the Signatory Airlines which was adopted in 2018 (revised in June 2023) and establishes the rights and privileges of a Signatory Airline operating at Miami International Airport, including the right for Airlines meeting certain conditions to provide ground handling services to other Airlines. See Exhibit L - Ground Handling Policy for additional details.

B. **AIRPORT or "MIA"** shall mean Miami International Airport

C. **COUNTY:** Miami-Dade County acting through the Department. The term County as used in this Agreement may also mean the Miami-Dade County Board of County Commissioners.

C. **DEPARTMENT**: Miami-Dade County Aviation Department, a department of Miami-Dade County Government, sometimes referred to as MDAD or the Aviation Department, represented by and acting through the Director or her or his Designee(s).

D. **EMPLOYMENT CONDITIONS:** terms under which employees provide their labor to a Contractor, and shall include, but not be limited to: wage rates, insurance, paid sick and vacation leave, retirement benefits, uniform and tool allowances, longevity bonuses, provision of break time, provision of break areas, provision of full time jobs rather than part time jobs, the existence of a labor peace agreement with any union seeking to represent that the Contractor's employees, health and safety protections, and the existence of a collective bargaining agreement, as described in Attachment B - Employment Conditions Questionnaire of Permittee's Proposal.

E. **PERMITTEE(S)** shall refer to the Proposer(s) under Solicitation Request For Qualifications (RFQ) EVN0000202 who enters into a Permit Agreement (Contract).

F. **PERMIT** shall mean a non-exclusive general aeronautical services agreement between the County and the Permittee, including all of its terms and conditions, special and supplemental conditions, associated addenda, attachments, exhibits, and amendments.

G. **LOCAL DEVELOPING BUSINESS** or **"LDB"** means: A business concern that is domiciled in the local area and that meets the revenue limitations, and that is owned and controlled by one or more individuals.

RULES OF INTERPRETATION

A. References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

B. Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

C. The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

D. The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.

E. The terms "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.

F. The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

Permit No.	

NONEXLUSIVE GENERAL AERONAUTICAL SERVICES PERMIT,
MIAMI INTERNATIONAL AIRPORT, MIAMI, FLORIDA

THIS PERMIT ("Permit") is issued as of the _____ day of _____ 20 _____, by THE BOARD OF COUNTY COMMISSIONERS of MIAMI-DADE COUNTY, FLORIDA, ("County"), to _____ a_____ corporation, authorized to do business in the State of Florida, ("Permittee") subject to the following terms and conditions, which the Permittee, by its execution hereof, hereby accepts.

ARTICLE 1
Term

1.01 Term: The County hereby grants to the Permittee, for a term commencing at 12:01 AM on _____(the "Effective Date") and ending on _____, unless otherwise terminated or extended as may be provided for herein, the nonexclusive right, privilege and obligation to provide nonexclusive general aeronautical services, as more fully described in Appendix A hereof, at the Airport.

Notwithstanding the foregoing, in order to ensure that there is no disruption in services during the transition from the existing to the newly awarded Permittees, once the Board awards the Permit(s), the County will provide not less than a forty-five (45) calendar day cancellation notice in writing to the existing Permittees. During this cancellation notice period, the newly awarded Permittee shall acquire the minimum required ramp equipment at MIA, fully train all personnel, and obtain the necessary security clearances for all employees so that the Permittee may provide the Required and Support Services commencing on the Effective Date. Failure to comply with the terms of this provision may result in the Permittee's forfeiture of the Proposal Guaranty and/or the County may take such other actions as provided by law. There will be no monetary payments during this transitional period for the newly awarded Permittee and no services shall be provided by the Permittee until the Effective Date of the new permits.

1.02 Extensions: The County reserves the right to extend this Permit for two (2) separate two (2) year extensions upon the terms and conditions contained herein. The County may extend this Permit for up to an additional one hundred-eighty (180) calendar days beyond any two (2) year extension. In the event the County elects to extend this Permit, the County shall so notify the Permittee no later than three months prior to the termination date of this Permit or any extension thereof. In the event the County does not give such notice, this Permit shall terminate accordingly. The Permittee shall have the right to reject any such extension(s), in writing, to the County, within fifteen (15) calendar days following receipt of notice from the County, and, if so rejected, this Permit shall terminate as provided in Article 1.01 hereof or at the termination of any extension, as appropriate. Failure of Permittee to respond to County within the fifteen (15) calendar days period shall automatically constitute acceptance of the extension(s).

1.03 No Lease or License: The rights granted by this Permit are exclusively limited to the Permittee's right and privilege to do business at the Airport in the manner specifically

indicated herein. Nothing in this Permit shall be or be construed to be a lease or license to the Permittee of any real or personal property of the County. Any lease or license to the Permittee of real property shall be accomplished by a separate transaction evidenced by an appropriate agreement executed by the parties.

1.04 Nonexclusive Permit Rights: The rights granted by this Permit are nonexclusive and in no way prevent the County from authorizing the sale or offering of additional or competitive services, products or items by other permittees or others at the Airport, or the issuance of similar permits using a similar competitive process as that used in selecting the Permittee hereunder, or the issuance of a permit for the provision of services as authorized hereunder without such competitive process. The Permittee expressly acknowledges that the County may grant additional similar permits, that the airlines operating at the Airport have the right to serve themselves and their partners, and that certain of the covenants, terms and assurances of Federal Aviation Administration grant agreements (See Article 18.05 hereof) prohibit the granting of exclusive rights to anyone for the provision of the services described herein. The Permittee shall have no right hereunder to any other permit, concession or lease of space that may be made available by the County. Nothing contained herein shall grant the Permittee the rights or privileges of a "Fixed Base Operator" providing services similar to those described herein to "general aviation" aircraft.

1.05 RFQ Incorporated and Order of Precedence:

(A) The Permittee acknowledges that it has submitted to the County a proposal ("Proposal") for the operation under this Permit, as required by the Request for Qualifications documents (the "RFQ") relating to the award of this Permit, and that said Qualification Statement of the Permittee as well as all covenants and commitments of Permittee in its responses to the RFQ, not inconsistent with the terms of this Permit, which the County has relied upon in the award of this Permit, is hereby incorporated in this Permit by reference.

(B) If there is a conflict between or among the provisions of this Permit, the order of precedence is as follows: 1) Articles 1 through 18, 2) Appendix A – Scope of Services including Appendix A1, 3) Miami-Dade County's RFQ EVN0000202 and any associated addenda and attachments thereof, and 4) the Permittee's aforementioned Proposal.

1.06 County's Ground and Cargo Handling Operations Policies: Permittee acknowledges that the County has at Ground and Cargo Handling Operations Policies (Exhibit L) of the Airline Use Agreement as such policies apply to airlines operating at Miami International Airport. Permittee acknowledges and accepts such Policies, as they may be amended from time-to-time and agrees that such Policies will not conflict with Permittee's obligations and rights under this Permit.

ARTICLE 2
Rights, Privilege and Obligations

2.01 General Rights and Privileges: Subject to the conditions contained herein, the Permittee shall have the following rights and privileges:

(A) The general use, in common with others, of nonexclusive and common use public Airport facilities and improvements, which are now or may hereafter be connected with or appurtenant to said Airport, (including airfield access) to be used by the Permittee in connection with the services it provides pursuant to this Permit. For the purpose of this Permit, "public Airport facilities" shall include, but not be limited to, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, the Terminal Building and other public facilities appurtenant to said Airport, not specifically leased to, under the contractual control of, or used by others or restricted from use or in types of use by signs, regulations or operational directives of the Department.

(B) The right of ingress to and egress from such nonexclusive or common use public Airport facilities and improvements over and across public roadways serving the Airport and non-leased areas on the Airport by the Permittee.

(C) Capital Improvement Program : During the term of this Permit, Permittee acknowledges that the County will be undertaking a Capital Improvement Program (CIP) that might include airline relocations, changes in access to the Terminal Building and concourses, construction of new concession spaces, construction of a new parking garage and other improvements that may affect permit operations in the Terminal Building. The CIP may or may not affect the operation of the Permit, and MDAD will make reasonable efforts to minimize the inconvenience and business interruption that will result from such construction programs. **NEITHER MDAD NOR THE COUNTY ASSUMES ANY RESPONSIBILITY OR LIABILITY FOR ANY RESULTING INCONVENIENCE AND BUSINESS INTERRUPTION AND PERMITEE SHALL HAVE NO CLAIM UNDER ANY CIRCUMSTANCES AGAINST THE COUNTY FOR INCONVENIENCE, INTERRUPTION TO OR LOSS OF BUSINESS, OR IMPOSSIBILITY OF BUSINESS OPERATIONS THAT RESULT FROM SUCH PROGRAMS.**

2.02 Air Carrier Contracts: The Permittee shall provide upon the request of the Department copies of any, or all contract(s), and any subsequent amendments thereto, with air carriers and aircraft operators for the provision of services described herein at the Airport. The Permittee may, for the purposes of this Article, redact the fees and prices in such contracts. However, this shall not limit the right of the Department to require the Permittee to provide schedules of service charges and the like pursuant to Article 4.02 and 4.03 hereof. The requirement to provide copies of contracts shall not apply to service provided on a casual or occasional basis to itinerant, non-regular users of the Airport.

2.03 Financial and Operating Integrity of all Permittees: The Permittee acknowledges and agrees that the Department has the right to assure that a sufficient number of permittees are providing the services allowed hereunder to air carriers requiring such services, and that the Department has a legitimate interest in assuring the financial and operating integrity of all such permittees. Therefore, the Permittee agrees that if the Permittee's reported Gross Revenues, equals or exceeds fifty percent (50%) of the reported Gross Revenues of all aeronautical services Permittees for three (3) consecutive calendar months, the Department shall have the right to review any records or reports of the Permittee including payroll records, financial statements and

the like to determine its financial operating integrity and compliance with the terms and conditions of this Permit. In the event it is determined by the Department that the Permittee is engaging in any predatory or collusive action in violation of the terms and conditions of this Permit, the Department may prescribe such corrective action necessary by the Permittee to correct the identified problem or may institute default action under Article 11.05 hereof.

ARTICLE 3
Payments and Reports

3.01 Not Used

3.02 Opportunity or Percentage Fee: Opportunity or Percentage Fee shall be the fee to be paid to MDAD by the Permittee for the privilege of providing services at MIA. As part of the consideration for this Permit, the Permittee, as consideration for the rights and privileges granted the Permittee herein shall on a monthly basis report and pay the County **the amount of seven percent (7%) of the monthly Gross Revenues**, as defined in Article 3.06 or as otherwise stated in Article 3.06.A, derived from operations under this Permit during the prior month. The Permittee shall report and pay such amount, plus any applicable State sales taxes, as required by law, to the County by the twentieth (20^{th}) calendar day of the month following the month in which the Gross Revenues were received or accrued at the address in Article 3.07. Payments to the County shall be made in U.S. funds without billing or demand. For the purpose of Article 3.04 below, the percentage fees payable on any unreported Gross Revenues, determined by the annual audit provided for in Article 3.11, are considered due by the twentieth (20^{th}) calendar day of the month following the month during which such unreported Gross Revenues were received or accrued.

3.03 Utilities, Equipment, Facilities and Services: To the extent the Permittee makes use of common utilities, equipment, facilities and services of the County, the Permittee shall be liable for all use charges and other fees applicable thereto as established from time to time by the County. For any customer of the Permittee which has not separately established a credit account for direct payment of such charges to the County, the Permittee shall be responsible for collection of such charges from the customer, including but not limited to landing fees, concourse use charges, security charges, baggage claim use charges, and loading bridge charges, and payment to County of the amount so collected. The Permittee may retain 5% of the monies so collected, but the Permittee shall be separately obligated for payment to the County of such amounts even though the Permittee may not be able to collect such amounts from its customer. Monies collected by the Permittee and paid to the County and monies retained by the Permittee, pursuant to this provision, shall be excluded from Gross Revenues. Payment shall be due and payable as shall be established by the Department.

3.04 Late Reporting and Payment Charge: In the event the Permittee fails to make any payments, as required to be paid under the provisions of this Permit, within ten (10) calendar days of the due date, interest at the rates established from time to time by the Board of County Commissioners of Miami-Dade County, Florida (Currently set at 1.5% per month), shall accrue against all such delinquent payment(s) from the original date due until the Department actually receives payment. In the event the Permittee fails to submit the monthly report by the twentieth

(20th) calendar day of the month, a penalty fee of Fifty Dollars ($50.00) per day for each calendar day following the report due date until the report is received by the Department shall be imposed, up to a maximum of Seven Hundred Fifty Dollars ($750.00) per violation. The right of the County to require payment of such interest and the obligation of the Permittee to pay same shall be in addition to and not in lieu of the County's rights to enforce other provisions herein, including termination of this Permit, or to pursue other remedies provided by law.

3.05 Dishonored Check or Draft: In the event that the Permittee delivers a dishonored check or draft to the County in payment of any obligation arising under the terms of this Permit, the Permittee shall incur and pay a service fee of Twenty-five Dollars ($25.00), if the face value of the dishonored check or draft is Fifty Dollars ($50.00) or less, Thirty Dollars ($30.00), if the face value of the dishonored check or draft is more than Fifty Dollars ($50.00) and less than Three-hundred Dollars ($300.00), Forty Dollars ($40.00), if the face value of the dishonored check or draft is Three-hundred Dollars ($300.00) or more, or Five Percent (5%) of the face value of such dishonored check or draft, whichever is greater. Further, in such event, the Department may require that future payments required pursuant to this Permit be made by cashier's check or other means acceptable to the Department.

3.06 Gross Revenues: The term "Gross Revenues," as used in this Permit, refers to the total amount of money or other consideration charged for or received by the Permittee for (a) all services rendered, (b) all sales made, or (c) all transactions engaged in under the authority of this Permit, and in the case of (a), (b), or (c), such services, sales, or transactions resulted from, or were facilitated by, the activities of the Permittee under this Permit, whether such activities were on the Airport grounds or off the Airport grounds. The following shall apply to the definition of "Gross Revenues":

(a) The term "Gross Revenues" is intended to be all-encompassing and is intended to apply to the fullest extent of the money or consideration charged by or received by the Permittee for its activities under this Permit or as facilitated by this Permit, and includes, but specifically is not limited to:

I. Fees and charges imposed by Permittee upon its customers;

II. Opportunity or percentage fees collected by the Permittee from its customers, including any "pass-through" charges to a customer by which the Permittee recovers from the customer the 7% Opportunity Fee, or any portion thereof, payable by the Permittee to MDAD under Section C.1 above;

III. Any money or consideration charged to a customer or received by the Permittee from a customer, whether on a cash or credit basis and whether such money or other consideration is actually paid to or is unpaid to the Permittee, with the Permittee being required to pay MDAD the 7% Opportunity Fee on any uncollected charges to Permittee's customers; and

(b) If the Permittee does not charge a customer a cash amount or an amount of stated consideration if other than cash, or if MDAD determines that the

amount or consideration charged by a Permittee does not reflect the reasonable value of the services provided by the Permittee, MDAD shall have the right to impute a value for Permittee's services under this Permit and recover from the Permittee 7% of such imputed value.

The Permittee may retroactively adjust previously reported Monthly Gross Revenues Report to reflect the uncollected portion of pre-petition debts incurred by it from an air carrier which has filed for bankruptcy, provided that such adjustment be separately noted and explained on the Monthly Statement required by Article 3.10 hereof and supported by legible copies of the "Notice to Creditors" received by the Permittee from the U.S. Bankruptcy Court, with a case number, and the "Proof of Claim" filed by the Permittee in the U.S. Bankruptcy Court stamp showing the filing date.

A. Increase of County Share of Gross Revenues

The County is willing, as the proprietor of the Airport, and as a commercial matter, to trade better customer service for a lower share of Permittee's gross revenues. The County believes that potential passengers and tenants make choices as to which airports to utilize based in part on the customer service they are provided at the Airport, including by Permittees, and that customer service is enhanced by better employment and safety conditions for Permittees employees. Better customer service leads to more customers and therefore greater revenues for the County. In the event, following the effective date of this permit, that the Permittee materially diminishes or alters the employment conditions proffered in its Proposal, or materially alters the composition or status of any safety committee proffered in its Proposal, the County shall thus be entitled to a greater share of 12% of Gross Revenues for the period of such time such material change from the Proposal is in effect, which Permittee expressly agrees the County is entitled to as a result of the diminution or risk of diminution of customer service at the Airport. Where employment conditions are changed pursuant to the enactment or revision of a collective bargaining agreement, the County shall not be entitled to an increased share of gross revenues. Nothing in this section requires or shall be deemed to require the Permittee to offer employee benefits, employment conditions, or a safety committee in excess of the minimums provided in state or federal law. The employee benefits, employment conditions offered by Permittee, and the safety committee, if any, provided by permittee shall be with the sole discretion and control of the Permittee at all times. Notwithstanding and controlling over anything else herein to the contrary, the parties agree that this Section 3.06 is material to and pertains to the essence of this Permit and the County's decision to award Permittee this permit, and thus is not severable; accordingly, the parties further expressly agree that in the event that this Section 3.06 is deemed, in whole or in part, to be legally invalid or unenforceable, that this Permit shall be void and of no further force and effect.

3.07 Payment Address: All payments required from the Permittee pursuant to this Permit shall be due and payable at the following locations:

Payments Address: All payments required from the Permittee by this Permit shall be due as follows:

In Person: Miami-Dade Aviation Department
Finance Division
4200 N.W. 36th Street

Building 5A, Suite 300

During normal business hours, 8:30 A.M. to 5:00 P.M., Monday through Friday:

By Mail:	Miami-Dade Aviation Department Finance Division P.O. Box 526624 Miami, FL 33152-6624
By Express Mail:	Miami-Dade Aviation Department Finance Division 4200 N.W. 36th Street Building 5A, Suite 300 Miami, Florida 33122
By Wire Transfer:	In accordance with Wire Transfer instructions provided by MDAD's Finance Division, 305-876-7711.
By Credit Card:	Miami-Dade Aviation Department Finance Division- Cashier's Office 305-876-0652

3.08 Payment Security: The Permittee shall provide the County, and shall keep in full force and effect during the term of this Agreement, an irrevocable letter of credit or other form of security acceptable to the Department and so endorsed as to be readily negotiable by the County, for the payments required hereunder, in an amount equal to $70,000.00, adjustable annually to equal 25% of the total payments made in the previous year by the Permittee to the County. The Department may draw upon such payment security instrument, if the Permittee fails to pay the fees and charges required within the time limits specified herein. Such payment security instrument shall be in a form acceptable to the Department.

3.09 Records and Reports: The Permittee shall keep in Miami-Dade County, during the term of this Permit, all books of account, records and reports customarily used in this type of operation necessary to report Gross Revenues and to calculate the percentage fee payments payable hereunder and as may, from time to time, be required by the Department to document its activities pursuant to this Permit. All monies collected hereunder shall be accounted for in accordance with generally accepted accounting principles. The form of all such books of account, records and reports shall be subject to the approval of the Department and/or the auditors of the County (one or more of the following: the designated external auditing firm or other certified public accounting firm selected by the Department, the Audit and Management Department of the County or auditors of the State of Florida), prior to commencement of operations hereunder. Subsequent recommendations for changes, additions or deletions to such books of account, records and reports by the auditors of the County shall be complied with by the Permittee when requested by the Department. The auditors of the County shall be permitted, during normal business hours, to audit and examine all books of account, records and reports relating to operations of the Permittee hereunder, including, but not limited to, balance sheets, profit and loss statements, deposit receipts, Florida State Sales Tax Reports and such other documents as may be determined by the Department to be necessary and appropriate; provided, however, that the Permittee shall not be required to retain such records in Miami-Dade County, Florida for more than five years after the end of each annual period of this Permit nor for more than three years following termination of this Permit.

The Permittee shall, within thirty (30) calendar days after the receipt of a billing from the County, based on an audit, remit to the County the percentage of unreported or underreported Gross Revenues and late charges as determined by such audit above-mentioned, if applicable. Prior to billing by County, Permittee shall be given fifteen (15) calendar days to comment in writing on any audits, pursuant to this Article failure of the Permittee to submit such written comments within the time limit specified shall constitute acceptance of the audit findings so made.

3.10 Monthly Statement Required: On or before the twentieth ($20^{th)}$ day following the end of each calendar month through the term of this Permit, the Permittee should furnish to the Department a certified statement of monthly Gross Revenues and Local Developing Business (LDB) Participation (Exhibit K) derived from the operation of the Permit for the preceding calendar month (Monthly Statement).

3.11 Annual Audit: Within ninety (90) calendar days of each anniversary of the commencement date of this Permit and within ninety (90) calendar days following its termination, the Permittee shall provide to the Department on an annual (or portion thereof) basis, at its sole cost and expense, an audit report of monthly Gross Revenues, as defined under Article 3.06 of this Permit containing an unqualified opinion, prepared and attested to by an independent certified public accounting firm, licensed in the State of Florida. The audited report, as detailed in Exhibit J, "Independent Audit Report", shall include a schedule of monthly Gross Revenues and percentage fees paid to the Department under this Permit, prepared in accordance with Generally Accepted Auditing Standards. The report shall also be accompanied by a management letter containing the findings discovered during the course of the examination, recommendations to improve accounting procedures, revenue and internal controls, as well as significant matters under this Permit. In addition, the audit shall also include as a separate report, a comprehensive compliance review of procedures to determine whether the books of accounts, records and reports were kept in accordance with the terms of this Permit for the period of examination. Each audit and examination shall cover the period of this Permit. The last such report shall include the last day of operation. There shall be no changes in the scope of the reports and letters required hereunder without the specific prior written approval of the Department. If such schedules indicate that the percentage fees for such period audited have been underpaid, the Permittee shall submit payment therefore within forty-five (45) calendar days after the completion of the reports to the Department as stated in Sub-Article 3.09 together with interest on any underpaid percentage fees at the rate set forth in Sub-Article 3.04.

3.12 Right to Audit: The Department and the auditors of the County shall have the right, without limitation, at any time during normal working hours, to inspect, review, verify and check all or any portion(s) of the procedures of the Permittee for recording or compiling Gross Revenues information by shift, day or month and to audit, check, inspect and review all books of account, records, reports and other pertinent information as may be determined to be needed or desirable by the Department. The right of the Department to inspect, review, verify and check records of the Permittee shall extend to all administrative and operational facilities used by the Permittee in connection with its operations hereunder, whether on or off the Airport, whether leased from the County or not.

3.13 Revenue Control Procedures: Notwithstanding anything to the contrary contained herein, the Permittee shall comply with revenue control procedures, established from time to time by MDAD.

3.14 Timely Payment: The Permittee shall comply with Ordinance 94-40 and Administrative Order No. 3-19 providing for expedited payments to small businesses by County agencies and the Public Health Trust; creating dispute resolution procedures for payment of County and Public Health Trust obligations; and requiring the Permittee to issue prompt payments and have the same dispute resolution procedures as the County, for all small business subcontractors. Failure of the Permittee to issue prompt payment to small businesses or to adhere to its dispute resolution procedures may be cause for suspension, termination, and debarment in accordance with the terms of the County contract or Public Health contract and debarment procedures of the County. Payment of undisputed invoice by the County shall be in accordance with both the "Florida Prompt Payment Act," Part VII, Chapter 218, Florida Statutes and the "Sherman S. Winn Prompt Payment Ordinance," Section 2-8.1.4 of the Miami-Dade Code.

3.15 Inspector General: Pursuant to MDC Code Section 2-1076; the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Permittee from IG, the Permittee shall make all requested records and documents available to the IG for inspection and copying.

The Permittee shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

(1) If this contract is completely or partially terminated, the Permittee shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Permittee shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Permittee under this contract will be assessed one quarter of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, this Agreement is federally funded where federal or state law or regulations preclude such a charge or where such a charge is otherwise precluded as stated in the Other Provisions (see Article 18). The Permittee shall, in stating its agreed prices, be mindful of

this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the Permittee, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The IG is authorized to investigate any alleged violation by a Permittee of its Code of Business Ethics, pursuant of MDC Code Section 2-8.1.

The provisions in this section shall apply to the Permittee, its officers, agents and employees. The Permittee shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Permittee in connection with the performance of this contract.

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

The attention of the Permittee is hereby directed to the requirements of AO 3-20 and R-516-96; the County shall have the right but not the obligation to retain the services of an **Independent Private Inspector General (IPSIG)** who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Consultant and County in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process including but not limited to project design, establishment of bid specifications, bid submittals, activities of Consultant, its officers, agents and employees, lobbyists, county staff and elected officials.

Upon (10) ten days written notice to Consultant from an IPSIG, the Permittee shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Permittee's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the Contract, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful sub-consultants and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

3.16 Aviation Fee Sales Ticket Account: Permittee shall establish an Aviation Fee Sales Ticket Account with MDAD's Finance Division so as to assure the proper invoicing to and payment by Permittee for airline charges payable by Permittee.

ARTICLE 4
Standards of Operation

4.01 Quality of Services: The Permittee shall furnish the services required and authorized, pursuant to Appendix A hereof, on a good, prompt, safe, and efficient basis and on a fair, equal

and not unjustly discriminatory basis to all users thereof. Services shall also be provided in a manner to comply with the County's obligations under Title II of the ADA and the provider's obligations under Title III of the ADA, as well as any applicable provisions of the Air Carriers Act. Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding people with disabilities, including but limited to applicable requirements of the ADA and the Air Carriers Act.

4.02 Nondiscriminatory Prices of Services: The Permittee shall charge fair, reasonable, customary and not unjustly discriminatory prices for each unit of sale or service; provided, however, that the Permittee may make reasonable, customary and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers of the services of the Permittee.

4.03 County's Obligations: The Permittee, in recognition of the County's obligation pursuant to Section 22 of the Federal Aviation Administration's standard grant assurances, agrees that the Department may, from time to time, promulgate standards, methods and procedures for and to monitor and test the provision of services hereunder and may require the Permittee to provide copies of schedules of service charges and the bases for discounts, rebates and similar types of price reductions. Should the Department determine that the Permittee is not in compliance with the provisions of Articles 4.01 and 4.02 above, the first such occurrence shall be considered a curable default, pursuant to Article 11.05 hereof, and subsequent occurrence(s) may be considered noncurable defaults, pursuant to Article 11.06.

4.04 Motor Vehicles: The Permittee shall provide the Department, and maintain current at all times, a list of all mechanical and motorized equipment and vehicles, including the number of each, used by the Permittee in providing the services hereunder. All such equipment and vehicles shall be prominently identified as those of the Permittee. The Department may require special identification, equipment such as radios, and special permits for such equipment and vehicles which are used or operated on the Air Operations Area ("AOA") of the Airport.

All vehicles and equipment of the Permittee, pursuant to this Article 4.04, shall at all times comply with Aviation Department regulations as provided for under Chapter 25, Code of Miami-Dade County, Florida. The Department shall have the right but shall not be obligated to inspect, at any time, the vehicles and equipment of the Permittee for proper safety equipment and general operating condition. The Department shall further have the right to require removal from the AOA of any vehicle or equipment of the Permittee determined by the Department, in its sole discretion, to be unsafe or which may cause environmental damage. The Department shall have no liability to the Permittee for such removal.

4.05 Other Operational Equipment: The Permittee shall also provide the Department, and maintain current at all times, a list of all non-motorized equipment (not covered by Article 4.04 above), including the number of each, used by the Permittee in providing services hereunder. Such list shall include, but not be limited to, items such as cargo and baggage carts both for airfield and porter usage. The Department shall have the right from time to time to publish reasonable standards for such equipment and to require Permittee to maintain or modify such equipment to comply with such standards and, if the Permittee fails to correct deficiencies after reasonable notice, to prohibit the further use of same on the Airport.

4.06 Quiet Enjoyment of Others: The Permittee shall control the actions of its employees, agents, subcontractors authorized by the Department and those doing business with it, so as to not unreasonably annoy, disturb or be offensive to others and to provide the services hereunder so as to not unreasonably create a nuisance or thing which may disturb the quiet enjoyment of any other users of the Airport.

4.07 Storage of Vehicles and Equipment: The Permittee shall park or store vehicles and equipment only in areas approved by the Department or in areas leased to the Permittee for such purpose, when and if available.

4.08 Spill Prevention Control and Countermeasures Plan (SPCC): The Permittee shall submit copies of the following documents to MDAD Environmental Engineering for review and approval prior to the issuance of this Permit by MDAD:

a. Spill Prevention Control and Countermeasure Plan (SPCC)

   This plan needs to address how the Permittee handles or intends to handle spills, leaks, discharges, releases, etc. resulting from the operation of their vehicles: motorized and non-motorized equipment; from broken/damaged containers in their baggage/cargo handling equipment; and as result of other incidents. Although the majority of the incidents relate to fuel and other mechanical equipment fluids; some incidents could span the spectrum from toxic gases to radioactive materials.

   This plan shall also include who the Permittee's Designated Emergency Response Provider(s) are, usually incorporated by the operating company in this type of plan. The Designated Emergency Response Provider(s) must have airside access before permitted Permittee(s) may commence operations or permitted Permittee(s) need to agree to reimburse MDAD for emergency response expenses incurred as a result of their operations, while their Emergency Response Provider(s) obtain the required Airside permits.

   The Permittee shall follow these plan requirements as provided in this sub-article and update them annually or earlier, as required by the Department.

4.09 Certifications and Designations: Permittee must possess and maintain throughout the term of the Agreement and any Extensions thereof, the following certifications or designations, and provide proof of such to the County upon request:

a) International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO) designation and;

b) Federal Aviation Administration (FAA) Aircraft Dispatcher certifications for all employees performing meteorological, navigation and dispatching services and;

Any fines levied by the above mentioned authorities because of inadequacies to comply with this requirement shall be borne solely by Permittee.

4.10 Baggage Handling Policy: Permittee shall comply with any baggage handling policy issued by the Miami-Dade County Aviation Department, as same may be amended from time to time during the term of this Permit. This policy may include limitations on the size and weight of baggage which may be inducted into baggage systems at Miami International Airport, as well as limitations on the storing of baggage on the ramp, or other limitations or requirements determined by MDAD to be required or best practices to ensure the safe and efficient operations of the terminal, concourse, ramp, and baggage handling system, in the reasonable discretion of MDAD. Permittee acknowledges that any failure to comply with any baggage handling policy impacts Miami International Airport by impairing the baggage handling systems, diverting manpower to address baggage handling systems issues, causing properly baggage to be lost or delayed, disrupting operations in the terminal, ramp, and concourses, and potentially causing airline delays. The impact of these failures creates direct costs for MDAD but also indirect costs such as loss of customer goodwill and reputational damage, which Permittee acknowledges are difficult or impossible to quantify. Accordingly, to the compensate MDAD for such impacts, the Permittee shall pay MDAD a liquidated damage in the amount of $25.00 per bag for each instance that the Permittee fails to comply with any baggage handling policy, with each bag constitution a separate violation. Additionally, in the event the Permittee is not in compliance with the provisions of any baggage handling policy, the Permittee may be placed in default, with the first such occurrence considered a curable default, pursuant to Article 11.05 hereof, and subsequent occurrence(s) considered noncurable defaults, pursuant to Article 11.06.

ARTICLE 5
Personnel

5.01 General Manager: The Permittee shall hire and assign a full-time General Manager to be on the Airport during normal working hours and such other managers and supervisors as may be required. The General Manager shall be qualified and experienced in the management and control of the services required to be performed hereunder. The General Manager shall be delegated sufficient authority to insure proper performance by the Permittee, in accordance with the terms and conditions of this Permit and to accept service of all notices provided for herein.

5.02 Appearance: The Permittee shall properly control its employees, who shall present a clean, neat and professional appearance at all times, discharge their duties in a cooperative, courteous and efficient manner, and be suitably uniformed, and shall require all personnel to wear visibly on their person, at all times while on duty, a distinctive name tag identifying the individual by name, employee number and title, if appropriate, and as an employee of the Permittee and the Department issued identification badges pursuant to Article 5.03 below.

5.03 Restricted Area Access – Identification: The Permittee shall be responsible for requesting MDAD to issue identification badges to all employees and other personnel under the Permittee's control who require access to restricted areas on the Airport as a part of their regularly assigned duties, including the AOA, access to the Terminal Building through certain AOA doors, Customs controlled areas and certain areas of the Terminal Building designated by signs and/or regulations as off-limits to employees. The Permittee shall be responsible for the return of the identification badges of all personnel transferred or terminated from the employ of the Permittee or Airport assignment and upon termination of this Permit. The Permittee shall promptly report to MDAD the names of all persons who were employed by the Permittee from whom they were unable to obtain the return of MDAD-issued identification badges. In the event that an

identification badge is not returned because of failure by the Permittee, the Permittee shall pay, from its own funds, MDAD's established charge for lost or stolen identification badges. MDAD shall have the right to require the Permittee to conduct background investigations and to furnish certain data on such employees before the issuance of such identification badges, which shall include the fingerprinting of employee applicants for a fingerprint based Criminal History Check (CHRC) for such badges. The Department shall have the right to deny the issuance of identification badges to persons not successfully passing the federally mandated CHRC.

5.04 Security And Airfield Operations Area: Permittee acknowledges and accepts full responsibility for compliance with all applicable rules and regulations of the Transportation Security Administration ("TSA"), Customs and Border Protection ("CBP"), Federal Aviation Administration ("FAA"), and MDAD as set forth from time to time relating to Permittee's work at the Airport. Permittee fully understands and acknowledges that any security measures deemed necessary by the Permittee for the protection of jobsite, or equipment and property and access to the airfield operations area ("AOA") through the jobsite shall be the sole responsibility of the Permittee and shall involve no additional cost to MDAD. All such security measures by the Permittee shall be in accordance with the TSA, 49 C.F.R. Parts 1500 *et alia* and the MIA security plan. The Department shall notify the Permittee of all security related amendments that impact the Permittee's operation.

5.04.1 All project plans, engineering records, procedures, schematics, diagrams, and manufacturer and Permittee manuals prepared by the Permittee and its Sub-contractors under this Agreement shall follow security requirements of the TSA, 49 C.F.R. Parts 1500 *et alia* and other MDAD security procedures and shall bear the following warning:

A. **Warning Notice:** This document contains sensitive security information that is controlled under the provisions of 49 CFR PART 1520. No part of this document may be released without the written permission of the Under Secretary of Transportation for Security, Transportation Security Administration, 400 7th Street, S.W., Washington, DC 20590 or the Federal Security Director at Miami International Airport. The unauthorized release of this document may result in civil penalty or other action. For United States government agencies, the public availability of this document is to be determined under 5 U.S.C. § 552.

B. In accordance with Florida Statutes § 119.07(3)(ee), "Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, … or other structure owned and operated by an agency as defined in s. 119.011 are exempt …" from public records to ensure the safety of government infrastructures and to ensure public safety. The Permittee represents it has completed and notarized a Confidentiality Affidavit, included in the Affidavit section of this Agreement, which certifies the Permittee and each employee agree, in accordance with Florida Statutes § 119.07(3)(ee), to maintain the exempt status of this information. Information made exempt by this paragraph may be disclosed to a licensed architect, engineer, or Permittee who is performing work on or related to the Airport. The entities or persons receiving such information shall maintain the exempt status of the information.

C. In addition to the above requirements in this sub-article, the Permittee agrees to abide by all federal, state, and County procedures, by which the documents are handled, copied, and distributed which may include but is not limited to:

1. Each employee of the Permittee and its Sub-contractor(s) that will be involved in the project shall sign an agreement stating that they will not copy, duplicate, or distribute the documentation unless authorized by MDAD.
2. The Permittee and its Sub-contractor(s) agree in writing that the Documentation is to be kept and maintained in a secure location.
3. The Documentation shall be numbered and the whereabouts of all Documentation shall be tracked at all times.
4. A log is developed to track the Documentation including logging in the date, time, and name of the individual(s) that work on or view the Documentation.

5.04.2 MDAD authorized identification badges will be issued to all Permittee employees working in the security identification display area ("SIDA") or any other secured area of MIA. All such employees will be issued photo identification badges and will be subject to Federal Bureau of Investigation ("FBI") fingerprint based criminal background investigation.

5.04.3 The Permittee shall be responsible for requesting MDAD to issue identification badges to all employees whom the Permittee requests be authorized access to the SIDA, and shall be further responsible for the immediate reporting of all lost or stolen identification badges and the immediate return of the identification badges of all personnel transferred from MIA assignment or terminated from the employ of the Permittee or upon final acceptance of the work or termination of this Agreement. Permittee will be responsible for fees associated with lost and unaccounted badges as well as the fee for fingerprinting and identification issuance.

5.04.4 All employees of the Permittee and its Sub-contractor(s) who must work within MDAD secured areas at MIA shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the secured area. Identification badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular Permittee. MDAD Security and Safety Division shall provide the identification badges to the Permittee. Each employee must complete the SIDA training program conducted by MDAD and comply with all other FAA or MDAD requirements as specified by MDAD, at the time of application for the identification badge before an identification badge is issued.

5.04.5 Ramp permits will be issued to the Permittee authorizing vehicle entrance to the AOA through specified MDAD guard gates for the term of this Agreement. These permits will be issued only for those vehicles (including vehicles belonging to the Sub-contractor(s)) that must have access to the site during the performance of the Agreement. These permits will be only issued to Permittee owned vehicles or to Permittee leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the AOA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle.

5.04.6 All vehicles operating within the AOA must be provided with the Automobile Liability Insurance required in this Agreement. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request. Unless otherwise specified in the Agreement, ramp permits will not be required or issued by MDAD for work performed at the GAAs.

5.04.7 Before the Permittee shall permit any employee with pictured identification to operate a motor vehicle on the AOA without MDAD escort, the Permittee shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss, revocation, or suspension of one's Florida driver's license.

5.04.8 The Permittee agrees that its personnel, vehicles and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. It is further agreed that MDAD has the right to prohibit an individual, agent or employee of the Permittee or Sub-contractor(s) from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, sabotage or other unlawful activities, including but not limited to repeated failure to comply with MDAD, and TSA SIDA and AOA access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his or her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

5.04.9 The Permittee acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts, cargo tampering, sabotage and other unlawful activities at MIA and to maximize compliance with MDAD and TSA access control policies and procedures.

5.04.10 The Permittee understands and agrees that vehicles shall neither be parked on the AOA in areas not designated or authorized by MDAD, nor in any manner contrary to any posted regulatory signs, traffic control devices or pavement markings.

5.04.11 The Permittee understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services ("FIS") agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the FIS agencies shall not be employed by the Permittee in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the FIS agencies who enter such areas are subject to fines, which, shall be borne entirely by the persons and/or the Permittee.

5.04.12 Notwithstanding, the specific provisions of this article, MDAD shall have the right to add, amend or delete any portion hereof in order to meet reasonable security requirements of MDAD, CBP or TSA. The Department shall notify the Permittee, in writing, of all security related amendments.

5.04.13 The Permittee shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as MDAD, CBP, or appropriate federal agencies may require.

5.04.14 Permittee agrees that it will include in all agreements with its Sub-contractor(s) an obligation by such parties to comply with all security requirements applicable to their operations at MIA. Permittee agrees that in addition to all remedies, Monetary Assessment for Non-Performance and sanctions that may be imposed by MDAD, CBP or the TSA upon the Permittee's Sub-contractor(s) and its individual employees for a violation of applicable security provisions, the Permittee shall be responsible to MDAD for all such violations and shall indemnify and hold MDAD harmless for all costs, fines and Monetary Assessment for Non-Performance arising therefrom which shall include reasonable attorneys' fees.

5.04.15 AOA Security at GAAs: The Permittee and its Sub-contractor(s), and suppliers shall "sign in" and "sign out" at the airport's manager's office or his designated representative whenever the Permittee is performing work at a GAA.

5.04.16 Notwithstanding, the specific provisions of this article, MDAD shall have the right to add, amend or delete any portion hereof in order to meet reasonable security requirements of MDAD, CBP or TSA. The Permittee shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as MDAD or appropriate federal agencies may require.

5.04.17 Permittee agrees that it will include in all agreements with its subcontractor(s) an obligation by such parties to comply with all security requirements applicable to their operations at MIA. Permittee agrees that in addition to all remedies, penalties and sanctions that may be imposed by MDAD, CBP or the TSA upon the Permittee's subcontractor(s) and its individual employees for a violation of applicable security provisions, the Permittee shall be responsible to MDAD for all such violations and shall indemnify and hold MDAD harmless for all costs, fines and penalties arising therefrom which shall include reasonable attorneys' fees.

5.05 Alcohol and Drug Testing: The Permittee acknowledges that the County, as a public agency sponsor under the provisions of the Airport and Airway Improvement Act of 1982, as amended, has the obligation to establish a drug free workplace and to establish policies and programs to ensure airport safety and security. The Permittee acknowledges that the Department, on behalf of the County, has the right to require users of the Airport (Lessees, Permittees, Licenses, etc.) to establish reasonable programs to further the achievement of the obligations described herein. Accordingly, the Permittee shall establish programs for pre-employment alcohol and drug screening for all candidates for employment at the Airport and for the same or similar screening based upon a reasonable suspicion that an employee, while on duty at the Airport, may be under the influence of alcohol of drugs. Further, to the extent permitted by law and/or contract, the Permittee shall establish a program for the random alcohol and drug screening of all its employees who are authorized, pursuant to other provisions of this Permit, to operate any type or kind of motor vehicle on the AOA. The Permittee shall make reasonable good faith efforts to try to negotiate amendments to any existing contract(s) which may service as a bar to the Permittee's implementation of its obligations hereunder. Notwithstanding the

above, the Permittee specifically acknowledges that the County, acting through the Department, has the right and obligation to deny access to the AOA and to withdraw AOA driving privileges from any person who it has a reasonable suspicion to believe is under the influence of alcohol or drugs.

5.06 Special Programs: The Permittee shall ensure that all employees so required participate in such safety, security and other training and instructional programs as the Department or appropriate Federal agencies may from time to time require.

5.07 Federal Agencies Right to Consent: The Permittee understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies and any bonding requirements as may be imposed by such agencies. Persons not approved or consented to by the Federal Inspection Services agencies may not be employed by the Permittee on the Airport.

5.08 Use of Public Facilities: The Permittee acknowledges and agrees that the County has provided certain facilities, such as, but not limited to, seating areas, holdrooms and restrooms in the Terminal Building, public parking and other conveniences for the use of the traveling public and has also provided special facilities solely for the use of the employees of Airport tenants and commercial users. The Permittee shall not permit its employees to use the public areas provided by the County for use by the traveling public, except those employees normally required to be, in contact with the traveling public, those providing passenger services, and those doing so as part of regular assigned duties.

5.09 No Passenger Referrals: The Permittee shall not permit its employees to enter into any agreements, understanding, arrangements or contracts, whether written or oral, relative to the referral of passengers, and other Airport users to hotels, restaurant, shops or services, off the Airport. The acceptance by an employee of any form of compensation, whether in cash or in kind, from and of airport enterprise and the possession of referral cards for such enterprises shall be prima facia evidence of a violation of this provision.

5.10 Permittee's Failure to Control Employees: In the event the Permittee is in default of the covenants in Articles 5.08 or 5.09 above for failure to properly control its employees or by permitting its employees to improperly use facilities provided by the County for the use and convenience of the traveling public, the Department shall have the right to confiscate the employee's Airport identification, to require the Permittee to remove from employment at the Airport those employees who have individually violated the covenants of Article 5.08 and/or 5.09 and to take action pursuant to Article 11 hereof.

ARTICLE 6
Damage to Airport Facilities

Permittee shall promptly repair any damage to any Airport facilities caused by the Permittee, its employees, agents, contractors, or subcontractors. If Permittee fails to do so within the time prescribed by the County in its notice to Permittee (and such notice may be in writing by email or otherwise, or orally by telephone or personal meeting), the County shall be entitled to make such repairs. In such event, the Permittee shall pay to the County, within ten (10) calendar days

of billing by the Department, the costs, plus 25% for administrative costs, of repairing any damage to any Airport facilities, which shall include, without limitation, buildings, fences, paving, unclean or unkept areas used by the Permittee and removal of accumulated trash on the Airport, which the Department has reasonable proof giving it cause to believe that such was caused by the actions, inactions or neglect of the Permittee, its employees, agents or authorized subcontractors.

ARTICLE 7
Assignment and Subcontractors

7.01 Assignment: The Permittee shall not assign, transfer, pledge or otherwise encumber this Permit or any of the rights contained herein, without the express written approval of the Department.

7.02 Ownership of Permittee: Since the ownership, control, experience and key managerial personnel of the Permittee were material considerations to the County in the award and the entering into of this Permit, the Permittee shall take no actions which shall service to transfer or change the structure, ownership or control of the business entity of the Permittee without the written approval of the County.

7.03 Subcontractors Prohibited from Contracts with Airlines: Only the Permittee may contract for services hereunder directly with commercial aircraft operators and airlines. Subcontractors are specifically prohibited from direct contracts with commercial aircraft operators and airlines, such provision is to be specifically included in all agreements between the Permittee and its subcontractor. Further, the Permittee shall, within fifteen (15) calendar days after the award of this Permit, provide the MDAD Permit Section with copies of any and all subcontracts the Permittee has entered into related to this Permit.

7.04 Subcontractors Allowed: Except as otherwise prohibited in this Permit, Subcontractors are allowed.

ARTICLE 8
Local Developing Business (LDB) Participation

8.01 Obligation of Permittee:
The Permittee shall maintain contract measures of an LDB overall goal of twenty percent (20%) for certified LDBs. The LDB contract measures may be achieved by partnership, joint venture, or subcontracting goods and services. The contract measures will be computed as a percentage of gross revenues. The Permittee may subcontract some of the goods and services required or authorized herein (except for cargo handling services) to LDB firms in accordance with the LDB Plan attached in Exhibit K.

The Permittee shall remain fully liable for the actions and performance of such subcontractors. All subcontracts must be in accordance with the terms and conditions of this Permit and shall be submitted for approval by the County.

8.02 Obligation of the LDB Subcontractor: The Permittee's LDB Subcontractor shall maintain its LDB status during the term of this Permit by the annual renewal of its LDB certification and

ground/passenger service trade category by the Miami-Dade Internal Services Department Small Business Development Division.

8.03 LDB Certification: To qualify as a LDB subcontractor or LDB vendor for participation under this Permit, the entity must be certified by the Miami-Dade Internal Services Department Small Business Development Division in the trade category relating to the services or goods to be provided.

8.04 Sanctions for Violations: If at any time MDAD has reason to believe that the Permittee is in violation of its obligation under the LDB provisions (Exhibit K) or has otherwise failed to comply with the LDB provisions, MDAD may, in addition to pursuing any other available legal remedy, commence proceedings to impose sanctions which may include, but are not limited to, one or more of the following:

1. The termination or cancellation of the Permit in whole or in part unless the Permittee demonstrates within a reasonable time its compliance with the terms of the LDB provisions.
2. The denial to the Permittee of the right to participate in any further contracts awarded by the County for a period of no longer than three (3) years.

No such sanctions *shall* be imposed by the County upon the Permittee except pursuant to a law hearing conducted by the Compliance Monitor and/or Director, or as required by applicable law.

ARTICLE 9
Indemnification

The Permittee shall indemnify, defend and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liabilities, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Permit by the Permittee or its employees, agents, servants, partners, principals, contractors, or subcontractors. Permittee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Permittee expressly understands and agrees that any insurance protection required by this Permit or otherwise provided by Permittee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 10
Insurance

10.01 Insurance Requirement: In addition to such insurance as may be required by law, including but not limited to Workers' Compensation Insurance, the Permittee shall obtain and maintain during the term and any extensions of this Permit the following insurance:

(a) Commercial General Liability Insurance: On a comprehensive basis,

including Contractual Liability, products, and completed operations in an amount not less than $10,000,000.00 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be included as an Additional Insured with respect to this coverage.

(b) Automobile Liability Insurance: Automobile Liability Insurance, covering all owned, non-

(c) owned, and hired vehicles used by the Permittee in connection with its operations under this Permit in an amount not less than:

1. $5,000,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Permittee on the Air Operations Area ("AOA") of the Airport.

2. $300,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Permittee off of the AOA.

10.02 Quality of Insurance Company: The insurance coverages required herein shall include those classifications as listed in the Standard Liability Insurance Manuals that most nearly reflect the operations of the Permittee under this Permit. All insurance policies required herein shall be issued by companies authorized to do business under the Laws of the State of Florida. The companies must be rated no less than "A-" as to Management, and no less than "VII" as to strength (Financial Security) in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent as approved by MDAD's Risk Management Division.

10.03 Certificates of Insurance: Prior to the commencement of operations hereunder, and annually thereafter, the Permittee shall furnish certificates of insurance to clearly indicate (1) that the Permittee has obtained insurance in the type, amount and classifications as required for strict compliance with this Section; (2) that any material change or cancellation of the insurance shall not be effective without thirty days prior written notice to MDAD and the County; and (3) that the County is named as an Additional Insured with respect to the Commercial General Liability Coverage.

10.04 Additional Insurance: The County reserves the right to require the Permittee to provide such reasonably amended insurance coverage or such additional types of insurance coverage as MDAD deems necessary or desirable from time to time during the term of this Permit. Upon MDAD's issuance of notice in writing to the Permittee regarding such amended or additional insurance coverage requirements, such requirements shall automatically amend the insurance requirements of this Permit as of the effective date stated in such notice.

10.05 Insurance Not a Limitation on Liability: Compliance with the foregoing requirements shall not relieve the Permittee of its liability under any other portion of this Permit or as may be provided by law.

10.06 Right to Examine: The Department reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to: binders,

amendments, exclusions, riders and applications) to determine the true extent of coverage. The Permittee agrees to permit such inspection at the offices of the Department.

10.07 Personal Property: Any personal property of the Permittee, or of others, brought to the Airport shall be at the sole risk of the Permittee or the owners thereof, and the County shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage.

10.086 Additional Insurance: In addition to the above, the Permittee understands and agrees to the additional insurance requirements that may be required under separate Field and Other Lease Agreements that the Permittee will execute.

ARTICLE 11
Termination by County

11.01 Automatic Termination:
The County shall have the right to terminate the Permit granted herein upon three (3) calendar days written notice to the Permittee for either of the following defaults:

The disruption of Permittee's activities or operations under the Permit granted herein other than for Acts of God;

11.02 Payment Defaults: The County shall have the right, upon five (5) calendar days written notice to the Permittee, specifying the amount of payment in default, to terminate this Permit whenever the non-payment of any sum or sums due hereunder continues for a period of five (5) calendar days after the due date for such payments; provided, however, that such termination shall not be effective if the Permittee makes the required payment within the notice period.

11.03 Audit Default: The inability or failure of the Permittee to provide the County with an unqualified certified audit, pursuant to Article 3.11 of this Permit, shall constitute a noncurable default and in such event the County shall have the right to terminate this Permit, upon seven (7) calendar days written notice to the Permittee.

11.04 Insurance and Bonds Defaults: The County shall have the right, upon seven (7) calendar days written notice to the Permittee, to terminate this Permit if the Permittee fails to provide evidence of insurance coverage in strict compliance with Article 10 hereof, the payment security required in strict compliance with Article 3.08 hereof, or fails to provide a renewal of said evidence of insurance, payment security or bond upon their expiration; provided, however, that such termination shall not be effective if the Permittee provides the required evidence of insurance coverage, payment security or bond within the notice period.

11.05 Other Defaults: The County shall have the right, upon thirty (30) calendar days written notice to the Permittee, to terminate this Permit upon the occurrence of any one or more of the following, unless the same shall have been corrected within such period:

(A) Nonperformance of any other covenants of this Permit, especially the Permittee's obligation to provide safe and efficient Required Services under Appendix A – Scope of Services, other than the covenants to pay the Percentage Fee, and fees and

charges when due and the covenants to provide required evidence of insurance coverage, payment security and bond.

(B) The conduct of any business, the performance of any service, or the merchandising of any product or service not specifically authorized herein.

(C) Criminal Conviction Disclosure: As a condition of receiving a County contract, the Permittee was required to disclose certain information consistent with County Ordinance No. 94-34. As such, following contract award, if a principal of the contracting entity is convicted of a felony, the County may terminate the contract.

(D) The County may terminate or suspend the operation of this Permit if the Permittee fails to (i) obtain the International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO) designation within twelve (12) months after the Effective Date, (ii) fails to maintain and revalidate the ISAGO designation every two (2) years as required by IATA, or (iii) fails to obtain the ISAGO designation within six (6) months of the Effective Date if Permittee has an ISAGO designation at any other airport but not at MIA. Notwithstanding the foregoing, the Department may extend the foregoing deadline dates for good cause shown.

11.06 Habitual Default: Notwithstanding the foregoing, in the event that the Permittee has frequently, regularly or repetitively defaulted in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the Permittee, regardless of whether the Permittee has cured each individual condition of breach or default as provided in Articles 11.03, 11.04 and 11.05 herein above, the Permittee shall be determined by the Director of the Department to be an "habitual violator." At the time that such determination is made, the Department shall issue to the Permittee a written notice, advising of such determination and citing the circumstances therefor. Such notice shall also advise the Permittee that there shall be no further notice or grace periods to correct any subsequent breach(es) or default(s) and that any subsequent breach(es) or default(s), of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of noncurable default and grounds for immediate termination of this Permit. In the event of any such subsequent breach or default, the County may terminate this Permit upon the giving of written notice of termination to the Permittee, such termination to be effective upon the tenth calendar day following the date of receipt thereof and all payments due hereunder, shall be payable to said date, and the Permittee shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Permittee shall discontinue its operation at the Airport, and proceed to remove all its personal property from the Airport in accordance with Article 16 hereof.

11.07 Termination for Convenience: Following the first (1st) anniversary of the date of this Permit, the County shall have the right to terminate this Permit upon 30 calendar days' notice provided to Permittee and all other Permittees providing general aeronautical services under Permits similar to this Permit. Upon such termination, Permittee shall comply with Article 16. Permittee shall not be entitled to any compensation as a result of any termination for convenience.

ARTICLE 12
Termination by Permittee or County

12.01 Termination by Permittee or County: This Permit shall be subject to immediate termination, upon the delivery of notice by one party to the other, in the event of any one or more of the following events:

(A) The permanent abandonment by the County of the Airport.

(B) The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport or any substantial part or parts thereof, in such manner as to substantially restrict the Permittee from providing the services required hereunder, for a period in excess of ninety (90) consecutive days; provided, however, that nothing continued herein shall be deemed to constitute a waiver by the Permittee of any claim it may have against the United States to just compensation in the even of any such assumption.

(C) The issuance by any court of competent jurisdiction of any injunction in any way substantially preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period in excess of ninety (90) calendar days.

12.02 Termination by Permittee: This Permit shall be subject to termination by the Permittee because of any default by the County in the performance of any material covenant or agreement herein required to be performed by the County and the failure of the County to remedy such default for a period of ninety (90) consecutive calendar days after receipt of written notice from the Permittee.

ARTICLE 13
Nondiscrimination and Affirmative Action Programs

During the performance of this Contract, Permittee agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Permittee attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Permittee or any owner, subsidiary or other firm affiliated with or related to the Permittee is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Permittee submits a false affidavit pursuant to this Resolution or the Permittee violates the Act or the Resolution during the term of this Contract, even if the Permittee was not in violation at the time it submitted its affidavit.

ARTICLE 14
Rules, Regulations and Permits

14.01 Rules and Regulations: The Permittee shall comply with all applicable Ordinances of the County, specifically including the Rules and Regulations of the Department contained in Chapter 25 of the Code of Miami-Dade County, Operational Directives and Safety Related Operational Directives issued thereunder, and all applicable laws, ordinances, regulations and rules of the Federal, State and County Government, and all plans and programs developed in compliance therewith, as the same may be amended from time to time.

14.02 Violations of Rules and Regulations: The Permittee agrees to pay on behalf of the County any penalty, assessment or fine, issued in the name of the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the Federal, State or County governments, based in whole or substantial part upon a claim or allegation that the Permittee, its agents, employees, contractors, or subcontractors, have violated any law, ordinance, regulation or rule described in Article 14.01 above while operating under the authority of this Permit. The Permittee further agrees that the substance of this Article 14.02 and Article 14.01 above shall be included in every contract and other agreement, which the Permittee may enter into related to its operations and activities under this Permit and that any such contract and other agreement shall specifically provide that "Miami-Dade County Florida is a third party beneficiary of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Permit prohibiting or limiting assignments or subcontracting.

14.03 Permits, Licenses and Bonds: The Permittee expressly covenants, warrants and agrees that it shall, at its sole cost and expense, be strictly liable and responsible for obtaining, paying for, maintaining on a current basis, and fully complying with, any and all permits, licenses, bonds, and other governmental authorizations, however designated, as may be required, at any time throughout the entire term of this Permit, by any Federal, State or County governmental entity or any judicial body having jurisdiction over the Permittee or the Permittee's operations and activities hereunder and for any and all operations conducted by the Permittee, including ensuring that all legal requirements, permits and licenses shall include, but not be limited to, a Certificate of Use and Occupancy and any required Industrial Waste or Operating Permits from the Miami-Dade County Regulatory and Economic Resources, Division of Environmental Resources Management (DERM). Employees performing meteorological, navigation and dispatching services are required to hold an FAA Aircraft Dispatcher Certificate. Any maintenance and/or repair activities associated with the vehicles and motorized/non-motorized equipment of the Permittee shall be conducted **only** in areas designated for those activities and shall be properly permitted by DERM (Department of Environmental Regulation) pursuant to Chapter 24, Miami-Dade County Code. Upon written request of MDAD, the Permittee shall provide to MDAD copies of any permits and licenses, and applications therefore, which MDAD may request.

ARTICLE 15
Civil Actions

15.01 Governing Law/Venue: This Permit shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action on this Permit shall be laid in Miami-Dade County, Florida, and any action to determine the rights or obligations of the parties hereto shall be brought in the courts of the State of Florida.

15.02 Notice of Commencement of Civil Action: In the event that the County or the Permittee commences a civil action in the State or Federal courts, where such action is based in whole or in part on an alleged breach of this Permit, the County and the Permittee agree to waive the procedure for initial service of process mandated by Chapters 48 and 83, Florida Statutes, Rule 1.070, Florida Rules of Civil Procedure and Rule 4(c), Federal Rules of Civil Procedure. In such event the County and the Permittee agree to submit themselves to the jurisdiction of the court in which the action has been filed when initial service has been made in the following manner:

(A) Upon the County: by Certified Mail, Return Receipt Requested, sent to (i) the party indicated in Article 18.06 on behalf of the County and (ii) with a copy to the County Attorney, Miami-Dade County Aviation Division, P.O. Box 592075, Miami, FL 33159.

(B) Upon the Permittee: by personal service or by Certified Mail, Return Receipt Requested, upon the party indicated in Article 18.06 on behalf of the Permittee, with a copy to whatever attorney the Permittee has designated in writing, if any.

In the event that the County and/or the Permittee raise an objection to service of initial pleadings as provided for herein, and the trial court overrules such objection, the objecting party shall pay liquidated damages (attorney's fees) in the amount of $250.00 to plaintiff in such action, prior to answering the complaint.

15.03 Registered Office/Agent; Jurisdiction: Notwithstanding the provisions of Article 15.02 above, and in addition thereto, the Permittee, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, such designations to be filed with the Florida Department of State in accordance with Section 607.034, Florida Statutes. If Permittee is a natural person, its personal representative hereby submit themselves to the Jurisdiction of the Court of this State for any cause of action based in whole or in part on an alleged breach of this Permit.

ARTICLE 16
Actions at Termination

On or before the termination date of this Permit, except in the instance of termination pursuant to Article 11.01, in which event the Permittee shall be allowed up to five (5) calendar days, and provided that the Permittee is not in default in the payment of any fees or charges required to be paid herein, the Permittee shall remove all of its personal property from the Airport. Any personal property of the Permittee not removed from the Airport in accordance with this Article may be removed by the Department for storage at the cost of the Permittee. Failure on the part of the Permittee to reclaim its personal property within thirty (30) calendar days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interest of the County. Actions at termination regarding any lease or license to the Permittee of real property shall be accomplished by a separate transaction evidenced by an appropriate agreement executed by the parties.

ARTICLE 17
Trust Agreement

17.01 Incorporation of Trust Agreement and Bond Resolution by Reference: Notwithstanding any of the terms, provisions and conditions of this Permit, it is understood and agreed by the parties hereto that the provisions of the Amended and Restated Trust Agreement (link below) dated as of the 15th day of December , 2002, as amended from time to time, by and between the County and JP Morgan Chase Bank as Trustee, and Wachovia Bank, National Association as Co-Trustee, (the "Trust Agreement"), which Trust Agreement is incorporated herein by reference, shall prevail and govern in the event of any conflict or inconsistency with or ambiguity relating to the terms and conditions of this Permit, including the rents, fees or charges required herein, and their modification or adjustment. A copy of the Trust Agreement is available for inspection in the offices of MDAD during normal working hours.

The Amended and Restated Trust Agreement link:
https://www.miami-airport.com/library/pdfdoc/Propertise/Amended%20and%20Restated%20Trust%20Agreement%202002.pdf

17.02 Adjustment of Terms and Conditions: If at any time during the term of this Permit, a court of competent jurisdiction shall determine that any of the terms and conditions of this permit, including the fees and charges required to be paid hereunder to the County by the Permittee or by others under other agreements of the County for the use of Airport facilities used for similar purposes, are unjustly discriminatory, the County shall have the right to modify such terms and conditions and to increase or otherwise adjust the fees and charges required to be paid under this permit in such a manner as the County shall determine is necessary and reasonable so that the terms and conditions and the fees and charges payable by the Permittee and others shall not thereafter be unjustly discriminatory to any user of like facilities and shall not result in any violation of the Trust Agreement and/or Bond Resolution or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement and/or Bond Resolution. In the event the County has modified the terms and conditions of this Permit, including any adjustment of the fees and charges, required to be paid to the County, pursuant to this provision, the terms and conditions, including the adjustment of the fees and charges, upon the issuance of written notice from the Department to the Permittee.

17.03 Permittee Right to Terminate: In the event that said fees and charges payable hereunder shall be increased substantially pursuant to Articles 17.02 above, the Permittee, at any time within one (1) year following the effective date of such increased fees and charges, may terminate this Permit by giving ninety (90) calendar days written notice to the County, without liability by either party to the other.

ARTICLE 18
Other Provisions

18.01 Payment of Taxes: The Permittee shall pay all taxes lawfully assessed against its operations hereunder; provided, however, that the Permittee shall not be deemed to be in default of its obligations under this Permit for failure to pay such taxes pending the outcome of any legal proceedings instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay same after the ultimate adverse conclusion of such contest shall constitute a default, pursuant to Article 11.05 hereof.

18.02 Rights to be Exercised by Department: Wherever in this Permit rights are reserved to the County, such rights may be exercised by the Department.

18.03 Security: The Permittee acknowledges and accepts full responsibility for the security and protection of its equipment and property on the Airport. The Permittee fully understands and acknowledges that any security measures deemed necessary by the Permittee for protection of said equipment and property shall be the sole responsibility of the Permittee and shall involve no cost to the County.

18.04 Rights of County at Airport: The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to or to abandon, discontinue or demolish any structures and facilities at the Airport. The County shall, in the exercise of such right, be free from any and all liability to the Permittee for business damages occasioned during the making of such repairs, alterations and additions or such abandonment, discontinuance or demolition, except those occasioned by the sole active negligence of the County, its employees, or agents.

18.05 Federal Subordination: This Permit shall be subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. The Permittee specifically acknowledges that the provisions of Sections 22 and 23 of Part V of the Federal Aviation Administration's standard grant assurances are applicable to the terms of this Permit. All provisions of this Permit shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of this Permit inconsistent with the provisions of such lease to the United State of America shall be suspended.

18.06 Notices: Any notices given under the provisions of this Permit shall be in writing and shall be hand delivered or sent by Registered or Certified Mail, Return Receipt Requested, to:

1) To the County:

to the Project Manager

Director
Miami-Dade Aviation Department
P. O. Box 025504
Miami, FL 33102-8068

2) To the Permittee, care of the General Manager, and to:
Mauricio Gross - Sr. Commercial Manager, Americas
Menzies Aviation
3500 William D. Tate Avenue, Suite 200
Grapevine, TX 76051

and copy to Legal Department at legal@menziesaviation.com

or to such other such other respective addresses as the parties may designate to each other in writing from time to time in accordance with this Article 18.06. Notices by Registered or Certified Mail shall be deemed given on the delivery date indicated on the Return Receipt from the U.S. Postal Service.

18.07 Severability: If this Permit contains any provision or the application thereof to either party to this Permit that is found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Permit without affecting the binding force of this Permit as it shall remain after omitting such provision.

18.08 Rights Reserved to County: All rights not specifically granted the Permittee by this Permit are reserved to the County.

18.09 Lien: The County shall have a lien upon all personal property of the Permittee on the Airport to secure the payment to the County of any unpaid monies accruing to the County under the terms of this Permit or any other contract between the County and the Permittee. The Permittee is prohibited from placing a lien on County property. This prohibition shall apply to all Subcontractors

18.10 Authorized Uses Only: The Permittee shall not use or permit the use of the Airport for any illegal or unauthorized purpose or for any purpose which would increase the premium rates paid by the County on, or invalidate any insurance policies of the County or any policies of insurance written on behalf of the Permittee under this Permit.

18.11 No Waiver: There shall be no waiver of the right of the County to demand strict performance of any of the provisions, terms and covenants of this Permit nor shall there be any waiver of any breach, default or non-performance hereof by the Permittee unless such waiver is explicitly made in writing by the Department. Any previous waiver or course of dealing shall not affect the right the County to demand strict performance of the provisions, terms and covenants of this Permit with respect to any subsequent event or occurrence or of any subsequent breach, default or non-performance hereof by the Permittee.

18.12 Right to Regulate: Nothing in this Permit shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Permittee or its operations. Notwithstanding any provision of this Permit, nothing herein shall bind or obligate the County, the Zoning Appeals Board, the Building Department, the Planning and Zoning Department (as they may be renamed from time to time), or any department, board or agency of the County, to agree to any specific request of Permittee that relates in any way to the regulatory or quasi-judicial power of the County and the County shall be released and held harmless by Permittee from any liability, responsibility, claims, consequential damages or other damages, or losses resulting from the denial or withholding of such requests; provided, however, that this provision shall not preclude any appeal from County action wherein the sole remedy sought is reversal of the County's action.

18.13 Entirety of Permit: The parties hereto agree that this Permit sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Permit may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.

18.14 Inspections: The authorized employees and representatives of the County and of any applicable Federal or State agency having jurisdiction hereof shall have the right of access to any premises, on or off the Airport, which the Permittee may occupy for use as administrative offices

for the provision of services hereunder, at all reasonable times for the purposes of inspection to determine compliance with the provisions of this Permit. The right of inspection shall impose no duty on the County to inspect and shall impart no liability upon the County should it not make any such inspections.

18.15 Binding Effect: The terms, conditions and covenants of this Permit shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment.

18.16 Performance: The parties expressly agree that time is of the essence in the performance of this Permit and that the failure by Permittee to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the County of any obligation to accept such performance.

18.17 Employment Eligibility Verification (E-VERIFY): By entering into this Contract, the Permittee and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Permittee affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Permittee; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: (http://www.uscis.gov/e-verify)

If County has a good faith belief that Permittee has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Permittee agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Permittee shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Permittee has otherwise complied with its requirements under those statutes, then Permittee agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Permittee, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

18.18 First Source Hiring Referral Program ("FSHRP"): Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Permittee, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the

Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Permittee is free to fill its vacancies from other sources. Permittee will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Permittee performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at https://iapps.careersourcesfl.com/firstsource/. Refer to Exhibit G.

18.19 Public Records and Contracts for Services Performed on behalf of Miami-Dade County: The Permittee shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119,Florida Statutes., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Permittee upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms of the agreement.

IF THE PERMITTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE MIAMI DADE AVIATION RECORDS CUSTODIAN, JORGE MIHAIC (305) 876-0933; JMIHAIC@MIAMI-AIRPORT.COM; MIAMI-DADE AVIATION DEPARTMENT, RISK MANAGEMENT & SUPPORT SERVICES, P.O. BOX 025504, MIAMI, FLORIDA 33102-5504.

18.20 Whistleblower Protection: Permittee or its subcontractors, authorized to perform services on the Airport shall not take any Retaliatory Personnel Action against any employee or take any Retaliatory Action that affects the rights or interests of an employee in retaliation for making a complaint to any governmental entity, cooperating with an audit or investigation, participating in any administrative or judicial proceedings related to a GASP holders compliance or lack thereof with the GASP Permit or any County policy, including those set forth in Section 25 of the Miami-Dade Code, or for participating in the activities or establishment of a workplace safety committee. A finding of Retaliatory Personnel Action by a GASP holder or its subcontractor

may result in termination of the GASP Permit under Article 11 of the GASP. Retaliatory personnel action shall mean the discharge, suspension, or demotion by an employer of an employee or any other adverse employment action taken by an employer, his or her agent, or any other person against an employee in the terms and conditions of employment.

18.21 Transition Period: It is in the County's best interests to ensure that MIA's operations are not interrupted or hindered by changes in its workforce every time an airline changes its service contractor, or when a service contractor contracts out work to a subcontractor, changes subcontractors, or in-houses previously subcontracted work. Therefore, establishing a worker retention requirement in this solicitation enables a transition period where employers are able to retain the existing workforce, making it less likely for the Airport to suffer a decrease in the quality of services or experience service disruptions due to losing experienced workers.

The Permittees shall extend written offers of employment to the employees of the immediately preceding Permittee or its Subcontractor at the Airport and retain such employees for a period of forty-five (45) calendar days unless the Permittee determines and demonstrates to the County that such employees are unnecessary for the provision of services. If the Permittees determine that one or more additional employees are needed for the provision of Services during the initial forty-five (45) day period, then it must first offer employment, in writing, to any qualified employees of the immediately preceding Permittee. Employees may be terminated for cause within the forty-five (45) day period. After the conclusion of the forty-five (45) day period, continued employment may be under the terms and conditions established by the Permittees or as required by state or federal law. Permittees shall additionally require their Subcontractors to adhere to the same requirements when the Permittee subcontracts work it had previously performed through its own employees, and when the Permittee changes Subcontractors.

Within 45 calendar days of the expiration of the Contract, the Permittees shall provide a list of its employees and employees of each of their Subcontractors and their contact information, date of hire, and hours worked per week to the County. The Permittee shall include the foregoing language in its contracts with any Subcontractors. The County may request from the Permittees the aforementioned executed documents from the Permittee to determine compliance with the requirements of this paragraph. In the event of any failure by Permittees to comply with this worker retention requirement, the County shall provide written notice of such noncompliance. If the Permittee does not achieve compliance with this provision within thirty (30) calendar days following the County's written notice, then written notice of termination may be provided by the County. The provisions hereof shall not apply to the extent: (i) they are superseded by a collective bargaining agreement; or (ii) state or federal law or regulations preclude their applicability.

18.22 Supplier/Vendor Registration/Conflict of Interest:

a) Supplier/Vendor Registration
The Permittee shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the Permittee's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Permittee's

"County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The Permittee confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in INFORMS at https://supplier.miamidade.gov.

b) Conflict of Interest and Code of Ethics
Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

18.23 County User Access Program (UAP)

Not applicable.

18.24 Prohibition Against Governmental Entity Contracts With Common Carrier or Contracted Carrier
(Use if applicable or delete if not applicable to the Work/Services)

By entering into, amending, or renewing this Contract, including, without limitation a grant agreement or economic incentive program payment agreement (all referred to as "Contract"), as applicable, the common carrier or contracted carrier (collectively referred to as "Carrier" or "Contractor") is obligated to comply with the provisions of Section 908.111, Florida Statutes ("F.S."), "Prohibition against governmental entity contracts with common carriers," etc. as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 908.111, F.S. apply to this Contract.

This compliance includes Contractor providing an attestation that it is not willfully providing, nor will it willfully provide, any service during the Contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. This attention by the

Contractor shall be in the form attached to this Contract as **Exhibit M - Common Carrier or Contracted Carrier Attestation Form** and must be executed by Contractor and provided County when entering, amending, or renewing this Contract. **This Contract shall not be effective unless and until Contractor executes and provides such attestation.**

Additionally, the Contractor acknowledges and agrees that this subsection and the corresponding compliance with the requirements of Section 908.111, F.S., are deemed added to Section 33 of the Contract (**FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**). The Contractor further affirms that if it is found in violation of the required attestation, or of any requirement of the Contractor set forth in Section 908.111, F.S., such violation shall be just cause for immediate termination of the Contract by the County, without opportunity to cure, and exclusive of any procedures to cure set forth in elsewhere in the Contract for other events of default. Such termination shall be effective on the termination date stated in the written notice provided by the County and Contractor shall take all actions provided in Section 23(e) of this Contract. If County terminates this Agreement for cause under this subsection, County shall retain its rights under Section 23(c)-(d) of the Contract to (1) terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees, and (2) debar Contractor from County contracting in accordance with the County debarment procedures.

18.25 Cybersecurity and Information Technology Procurement and Protection Program

All purchases of Cybersecurity Products shall abide by Sec. 2-8.2.6.2 of the Code of Miami-Dade County, *titled* Cybersecurity and Information Technology Procurement and Protection Program. The proposed software and/or hardware shall be produced in the United States, with the following exceptions:

(a) the required Cybersecurity Product is not produced in the United States, or if such required Cybersecurity Product is produced in the United States and it is not of a satisfactory quality to meet the needs of Miami-Dade County;

(b) upon a written recommendation of the County Mayor and approved by a majority vote of the Board of County Commission members present, compliance with the procurement and contracting requirements of Sec. 2-8.2.6.2 of the Code of Miami-Dade County, is not consistent with the best interests of the public; or,

(c) the Cybersecurity Product is purchased from a company or subsidiary that is not on the list of prohibited telecommunications companies in the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Public Law 115-232, as that list may be amended from time.

Permittee's employees who have access to County owned, licensed, or operated Cybersecurity Products shall be subject to Heightened Security Review prior to such employees being granted access to County Cybersecurity Products.

18.26 Federal, State, and Local Compliance Requirements:

As applicable, Permittee shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which

may pertain to the Services required under this Agreement, including, but not limited to:

a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and, implementing regulations at 41 C.F.R. Part 60.

b) Miami-Dade County Small Business Enterprises Development Participation Provisions.

c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.

d) The Davis-Bacon Act, as amended(40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).

e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).

f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".

g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".

h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".

i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).

k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).

l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".

m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".

n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".

o) Any other laws prohibiting wage rate discrimination based on sex.

p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".

q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are “to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs”.

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Permittee is certifying that the Permittee is in compliance with, and will continue to comply with, the provisions of items "j" through "o" above.

The Permittee shall hold all licenses and/or certifications, obtain and pay for all permits and/or

inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Permittee for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Permittee. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Permittee prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Permittee shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Permittee, constitute a violation of any law or regulation to which Permittee is subject, including but not limited to laws and regulations requiring that Permittee conduct its operations in a safe and sound manner.

18.27 Federal Aviation Administration (FAA) Provisions

Compliance with Nondiscrimination Requirements:

During the performance of this Agreement, the Permittee ("Contractor"), for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Attachment B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    i. Withholding payments to the Contractor under the Agreement until the contractor complies; and/or

    ii. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contact Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a Subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

    i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

    ii. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

    iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

    iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

    v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);

    vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);

viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

ix. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);

x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor/Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor/Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

- All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of

the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

18.28 Force Majeure:

Performance by each party shall be pursued with commercially reasonable efforts in all requirements under this Agreement; however, except as otherwise expressly provided herein, neither party shall be liable to the other for any loss or damage for delay due to causes that (i) were beyond the reasonable control and (ii) were not caused by the negligence or lack of commercially reasonable efforts of the affected party or its subcontractors or suppliers. The parties agree that, provided the conditions stated in (i) and (ii) above apply, the following are causes or events of force majeure: acts of civil or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), riot or insurrection, inability to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics and unusually severe floods, or acts or decisions of the Federal Aviation Administration, the Department of Transportation, the Transportation Security Administration, or the Environmental Protection Agency. The party affected shall provide written notice to the other party indicating the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay. The parties agree that the commercial impacts of COVID-19 are currently known to the parties, and that commercial impacts related to COVID-19 shall not constitute force majeure events.

In the event of any delay resulting from such causes, and provided the affected party has promptly notified the other and exercised commercially reasonable efforts as provided herein above, the time for performance under this Agreement (including the payment of monies) shall be extended for a period of time reasonably necessary to overcome the effect of such delay.

18.29 U.S. Soccer Federation 2026 World Cup

The terms of this Contract are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018 pursuant to Board of County Commissioners' Resolution No. R-187-18. In carrying out its obligations under this Contract, the Contractor shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the Airport Agreement. Where the Contractor's rights or obligations under this Contract are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to the Contractor, the terms of this Contract shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Contract, Contractor shall have the right, upon written notice to the County within five (5) days of receipt of notice of such a conflict, to terminate this Contract for convenience; in such termination, the Contractor shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the Contractor does not elect to terminate this Agreement within the time specified herein, this Contract shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

NOTE: The Agreement between Miami-Dade County and the U.S. Soccer Federation is available at: http://www.miamidade.gov/govaction/legistarfiles/MinMatters/Y2018/180129min.pdf

18.30 Human Trafficking

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as the Human Trafficking Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract. This Contract shall not be effective unless and until the Contractor executes and provides such attestation.

The Contractor further affirms that if it is found in violation of the required Affidavit, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

18.31 Survival

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

Remainder of page left intentionally blank.

IN WITNESS WHEREOF, the County has hereto caused this Permit to be issued and executed by its appropriate officials, which the Permittee by its execution by its appropriate officials hereby accepts, as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF MIAMI DADE COUNTY, FLORIDA

By:_____
Mayor

Attest: Clerk

By:_____
Juan Fernandez-Barquin
Clerk of the Court and Comptroller

(COUNTY SEAL)

PERMITTEE (If Individual or Partnership):

Name:_____

By:_____
Signature

_____
Print Name

Title:_____

WITNESSES TO ABOVE SIGNATURE:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

PERMITTEE (If Corporation):

Name: MENZIES AVIATION (USA), INC.

By:_____
President

John Redmond
Print Name

Attest: Sr. Commercial Manager

Mauricio Gross
Print Name

(CORPORATE SEAL)

Approved as to form and legal sufficiency

_____
Assistant County Attorney

APPENDIX A
SCOPE OF SERVICES

2. GENERAL

Permittee shall provide a full range of general aeronautical services to commercial aircraft operators and airlines operating at Miami International Airport (MIA) through contractual arrangements between the Permittee and the aircraft operators and air carriers.

2.1 INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA) SAFETY AUDIT FOR GROUND OPERATIONS (ISAGO)

As a condition of award, Permittee must provide evidence that it is currently designated or has applied for the International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO) designation.

(A) Permittee in the process of obtaining the ISAGO designation shall provide a letter from IATA to evidence that it is currently undergoing the ISAGO designation audit process, specifying the stage of the audit process for the referenced designation. The Permittee must obtain the ISAGO designation for MIA within twelve (12) months of award. Failure to obtain the ISAGO designation within the twelve-month period shall entitle MDAD in its sole discretion to (i) revoke the Permit, (ii) suspend the Permit until the designation is obtained, or (iii) extend the twelve-month period for good cause shown.

(B) Permittee that currently possess the ISAGO designation in another airport, but not at MIA, must obtain the ISAGO designation at MIA within six (6) months of award. Failure to obtain the ISAGO designation for MIA within the six-month period shall entitle MDAD in its sole discretion to (i) revoke the Permit, (ii) suspend the Permit until the designation is obtained, or (iii) extend the six-month period for good cause shown.

2.2 SCOPE OF SERVICES

2.2.1 The scope of services is as follows:

(A) Required Services: The Permittee shall have the nonexclusive right to provide and the obligation to offer to provide, under separate written contract(s) with commercial aircraft operators and airlines, the following aeronautical support services, subject to the limitations and conditions contained herein, at any location on the Airport.

1. Ticket Counter and Operations Services - Providing for the handling of passengers at the ticket counters, including the furnishing of linguists as required for the assistance of passengers, the sale and verification of tickets, weighing of baggage, and the operation of an information, communications, and operations office for the air carriers with whom the Permittee has contracted to supply such services. Any servicing of air carriers on the ticket counters and the use of baggage makeup units will require that the Permittee utilize the Department's Common Use Terminal Equipment (CUTE) Contract L-10047 and abide by the Department's Ticket Counter Allocation Policy (Exhibit 1).

The Department will enter into a separate agreement with the Permittee, at prevailing multi-user rates, when such ticket counter space is made available by the Department and leased to the Permittee. The Permittee must use the Department's Local Departure Control System (LDCS) when servicing air carriers on ticket counter space made available by the Department and leased to the Permittee.

2. Passenger Services – Preparing baggage and cargo clearance documents, arranging in-flight meals with persons or companies authorized by the Department to provide such meals, and providing assistance to disabled passengers. Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding individuals with disabilities including but not limited to applicable requirements of the Americans with Disabilities Act (ADA) and the Air Carriers Act.

3. Ramp Services - Towing of aircraft, positioning of aircraft, the safe and efficient loading and unloading of passenger, use of passengers loading bridges (PLBs), cargo, baggage, and mail to and from aircraft at the terminal building area or at hardstand positions (unless otherwise specifically authorized in the Permit), cleaning of aircraft (including cabin services stocking and restocking), delivery of cargo, baggage, and mail to and from aircraft as well as to other locations on the Airport authorized by the Department, providing aircraft utility services such as air start and cabin air, as well as the guiding of aircraft into and out of Airport loading and unloading positions. Permittee must have its own General Service Equipment (GSE), (pay movers, baggage tugs, stair truck, tow bars, carts, dollies, belt loader, cargo loaders, etc.), for the schedules and number of aircraft that they are contracted to handle. The Permittee must provide new or like new wheelchairs.

4. Porter Assistance Services - Handling and transportation, through the use of porters or other means, of baggage and other articles of passengers of contracting airlines or aircraft operators, upon request of the passengers, in the public access areas of the Airport terminal building, concourses, gates and the MIA Rental Car Center. Wheelchairs, including wide and aisle wheelchairs, must be available upon request. It is the preference of the County that wheelchair have docking station/corralling space saving and storage capabilities (refer to Exhibit 2). Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding people with disabilities, including but limited to applicable requirements of the ADA and the Air Carriers Act.

5. Dispatching and Communications Services – Each Permittee must be able to provide its own ground-to-aircraft radio communication services, issuing flight clearances, sending and receiving standard arrival, departure, and flight plan messages with appropriate distribution of received messages, as well as the calculation of fuel loads and take-off/landing weights and weight and balance for aircraft.

6. Meteorological Navigation Services - Providing weather information based on the analysis and interpretation of the latest charts, providing prognostic weather charts, and providing information for en-route aerial navigation as specified in Aircraft Dispatcher FAA Requirements, 14 CFR Part 65.

(B) Support Services: The Permittee shall have the nonexclusive right to provide and the option of offering, under separate written contract(s) with commercial aircraft operators and airlines, the following support services subject to the limitations and conditions contained herein:

1. Providing personnel, equipment, and materials to clean the exclusively leased facilities of air carriers with whom the Permittee has contracted to provide the aeronautical services authorized herein. Cleaning services include, but are not limited to, floors, walls, window, furniture, fixtures and disposal of waste. All waste disposal receptacles shall be of a type and located in areas approved of in writing by the Department prior to installation.

2. Providing delayed baggage services for air carriers and aircraft operators, subject to the operating rules and regulations of the Department for such service providers.

3. Providing security services to include, but not limited to, positive bag check in the baggage claim areas.

4. Providing non-ramp cargo services to include cargo acceptance, cargo documentation of airway bills, cargo freighter ramp handling. Note: In-warehouse cargo handling operations require a separate permit and are not allowed under the services offered hereunder. This prohibition does not apply to services for passenger aircraft at hardstand positions assigned by MDAD's Airside Division.

(C) Personnel

1. General Manager: The Permittee shall hire and assign a full-time General Manager to be present in the Airport during normal working hours of 8AM to 5PM and such other managers and supervisors as may be required. The General Manager shall be qualified and experienced in the management and control of the services required to be performed hereunder. The General Manager shall be delegated sufficient authority to insure proper performance by the Permittee, in accordance with the terms and conditions of this Permit and to accept service of all notices provided for herein.

2. The Permittee shall properly control its employees, who shall present a clean, neat and professional appearance at all times, discharge their duties in a cooperative, courteous and efficient manner, and be suitably uniformed, and shall require all personnel to wear visibly on their person, at all times while on duty, a distinctive name tag identifying the individual by name, employee number and title, if appropriate, and as an employee of the Permittee and the Department issued identification badges.

(D) Equipment Requirements: The Permittee must be able to provide the required amount of ground equipment to handle the contracts they obtain. All equipment must be in good working condition in accordance with the requirements set forth in Miami-Dade County Code, Chapter 25, and be suitable for the services required in the Permit.

(E) Amendment of Permittee Obligations: In recognition that the nature of the aviation industry is rapidly changing and that new technology and operating methods and practices may evolve during the term of the Permit, the Department may, in writing, amend the description of required and support services contained in Subsection (A) and (B) above, and authorize and require additional aeronautical services not contemplated or known as of the date of this Solicitation.

2.2.2 FAA Aircraft Dispatcher Certifications:

The Permittee is required to provide the Miami-Dade Aviation Department on a continuous basis (throughout the term of the Permit), copies of all required FAA Aircraft Dispatcher certifications for all employees performing meteorological, navigation and dispatching services.

NOTE: Except as otherwise prohibited in the Permit, Subcontractors are allowed.

2.3 PAYMENTS TO THE COUNTY

As part of the consideration for the Permit, the Permittee, as consideration for the rights and privileges granted the Permittee, shall on a monthly basis report and pay the County the amount of seven percent (7%) of its monthly Gross Revenues, as defined in Article 3.06 of this Permit.

2.4 EMPLOYEE SATISFACTION

The County desires that employees of the Permittee are aligned with the Airport's mission of providing best in class customer service to its passengers and tenants. The County believes that satisfied and motivated employees provide a better class of service than employees who are dissatisfied with their employment. Accordingly, the County desires that the Permittee will undertake concrete actions to generate a highly motivated, satisfied work force. The County acknowledges that the Permittee may use multiple individual methods to generate motivated, satisfied employees, and nothing in the RFQ required that the Permittee utilize or proffer any particular method. However, as employee satisfaction is a material basis of this procurement, the County expects the Permittee to, at a minimum, maintain the methods proffered as part of its Proposal for the term of the permit. See attached Appendix A1 – Employee Satisfaction incorporated as an attachment to this Contract.

To the extent that a Permittee voluntarily proffered to provide employment conditions beyond the statutory minimums as part of its demonstration of employee satisfaction, those proffered conditions shall be incorporated into this Permit, as such proffer is a material and voluntary inducement to the County entering into such Contract. See attached Appendix A1 – Employee Satisfaction incorporated as an attachment to this Contract. After award of the Permit, in the event Permittee materially reduces or diminishes the employment conditions from those described in its Proposal, the County's share of Permittees' Gross Revenues shall be increased from 7% to 12% of the Gross Revenues earned during the period that such reduction or diminishment is effective, except where employment conditions are changed pursuant to the enactment or revision of a collective bargaining agreement. Nothing in this section requires the Permittee to offer employee benefits in excess of the minimums provided in state or federal law.

Nothing in any Permit issued to the Permittee shall mandate the provision of employee benefits in excess of state or federal law. After award, the Permittee's determination to provide the benefits proffered in its Proposal in exchange for the County claiming 7% of its gross revenues, or providing lesser benefits in exchange for the County claiming 12% of its gross revenues shall be at the Permittee's sole discretion and commercial judgment.

To the extent that a Permittee voluntarily proffered wages as part of its demonstration of employee satisfaction, the Permittee shall abide by and remain compliant with those wages submitted as part of its Proposal for the term of the permit and ensure that its subcontractor(s) abide by and remain compliant with its proffered wages for the term of the permit. See attached Appendix A1 – Employee Satisfaction incorporated as an attachment to this Contract.

2.5 TRANSITION PERIOD

It is in the County's best interests to ensure that MIA's operations are not interrupted or hindered by changes in its workforce every time an airline changes its service contractor, or when a service contractor contracts out work to a subcontractor, changes subcontractors, or in-houses previously subcontracted work. The hiring process for the transition period shall be in the following order as further described below:

2.5.1 Right of First Refusal of Employment

The Permittee and its subcontractors shall, except as otherwise provided herein, in good faith offer employees employed under the predecessor Permit whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified; **thereafter,**

2.5.2 Worker Retention

Establishing a **worker retention requirement** enables a transition period where employers are able to retain the existing workforce, making it less likely for the Airport to suffer a decrease in the quality of services or experience service disruptions due to losing experienced workers.

The Permittees shall extend written offers of employment to the employees of the immediately preceding Permittee or its Subcontractor at the Airport and retain such employees for a period of forty-five (45) calendar days unless the Permittee determines and demonstrates to the County that such employees are unnecessary for the provision of services. If the Permittees determine that one or more additional employees are needed for the provision of Services during the initial forty-five (45) day period, then it must first offer employment, in writing, to any qualified employees of the immediately preceding Permittee. Employees may be terminated for cause within the forty-five (45) day period. After the conclusion of the forty-five (45) day period, continued employment may be under the terms and conditions established by the Permittees or as required by state or federal law. Permittees shall additionally require their Subcontractors to adhere to the

same requirements when the Permittee subcontracts work it had previously performed through its own employees, and when the Permittee changes Subcontractors.

Within 45 calendar days of the expiration of the Contract, the Permittees shall provide a list of its employees and employees of each of their Subcontractors and their contact information, date of hire, and hours worked per week to the County. The Permittee shall include the foregoing language in its contracts with any Subcontractors. The County may request from the Permittees the aforementioned executed documents from the Permittee to determine compliance with the requirements of this paragraph. In the event of any failure by Permittee to comply with this worker retention requirement, the County shall provide written notice of such noncompliance. If the Permittee does not achieve compliance with this provision within thirty (30) calendar days following the County's written notice, then written notice of termination may be provided by the County. The provisions hereof shall not apply to the extent: (i) they are superseded by a collective bargaining agreement; or (ii) state or federal law or regulations preclude their applicability.

2.6 REQUIRED TRAINING

The Permittee shall incorporate an ongoing program related to recruitment, selection, promotion and training of Permittee staff. Training should include customer service, sensitivity training, and quality control. Permittee will be required to have all employees dealing directly with the public (passengers, customers, etc.) to complete the **Miami Begins with Me Customer Service Champion Program**, provided by the Greater Miami Convention & Visitors Bureau, through Miami Dade College School of Continuing Education & Professional Development (305-237-7494) or at npineda@mdc.edu) which is paid for by MDAD.

In addition to any other employee training required under applicable Federal or State law or regulations, all Permittees shall provide a 16 hour safety training to all of their employees providing services. The initial training shall be completed within sixty (60) calendar days of hire for new employees. Employees who are already providing services on the Effective Date shall complete the required training within sixty (60) calendar days of the Effective Date of Permit award. Following the initial training, each employee shall be provided annually with an eight (8) hour refresher training. Such trainings shall be provided by the Permittee at no expense to the employee. All employees shall be compensated by the Permittee at their regular hourly rate for the time spent participating in the trainings. The trainings shall cover, without limitation, the following subjects:

A. Trainings must satisfy the following criteria:

1. Provided by an MDAD-Approved Safety Training Provider at no expense to the employee.
2. A course that is effective and interactive. The terms "effective and interactive" shall mean:
   a. A combination of in-person classroom instruction and,
   b. Delivery in a setting removed from the employee's daily duties

3. Use of audio, video or computer technology to complement and support classroom instruction and to supplement training.
4. Composed of both didactic and practical applications, including hands-on, experiential learning that allow employees to practice skills learned such as providing assistance to passengers with disabilities, lifting heavy objects.
5. Completed in manageable increments that support learning (A summative assessment component is recommended followed by evaluation surveys of the instructors or learning program).
6. Conducted in a manner that fosters a full understanding of the content and intent of the curriculum.
7. Provided training materials for employees shall be appropriate in content and vocabulary to the language, educational level and literacy level of the employees receiving the training.
8. Trainings must be reviewed and approved by the Joint Labor Management Workplace Safety Committee (See Section 2.7.D herein).

B. Requirements for Safety Training Providers

- Permittee should identify trained personnel or training providers with the following qualifications (qualifications may be satisfied by utilizing more than one provider or instructor):

  1. At least 3 years of demonstrated experience in providing experiential health and safety training for service workers.
  2. At least 5 years of demonstrated experience in providing adult workplace educational instruction, which includes:
  3. Cultural competence and fluency in the language or languages that the relevant employees understand.
  4. Certified Industrial Hygienist (CIH) or Certified Safety Professional (CSP).

- In order to be approved by MDAD, the Permittee shall submit a copy of the proposed curriculum(la) to MDAD. The curriculum(la) shall be in a form prescribed by MDAD and shall include, but not be limited to:

  1. A chronological listing of topics, including the date, time and number of hours allotted to each topic; and
  2. The names of the safety training instructor(s) and the type of instructor certification(s) held, and provide MDAD with resumes demonstrating the Permittee's supervisory personnel meets the Occupational Safety and Health Administration (OSHA) "Requirements for Safety Training Providers".
  3. Indicate which instructors are instructing which modules.

  When/if MDAD makes the determination that the training has satisfied all criteria, MDAD shall provide written approval, in a standard form to be developed by MDAD, indicating that training may commence.

- Permittee shall submit the following information as proof of compliance to MDAD on the fifteenth (15th) day of every third calendar month:

1. A list of all employees, indicating which of those employees were hired during the previously completed three (3) calendar months;
2. A list of all employees that received a certificate of completion for an approved forty (16) hour safety training during the previously completed (3) calendar months;
3. A list of all employees that received a certificate of completion for an approved eight (8) hour safety refresher training during the previously completed (3) calendar months.
4. Records must include the employee's name, job function, date the employee began working at MIA, date employee is no longer at MIA, and the date, hours, method of delivery and subject of each training class.
5. Training reports with all of the above data must be submitted to MDAD in electronic format.
6. Training records must be retained for three (3) years and are subject to audit by MDAD.

2.7 JOINT LABOR MANAGEMENT WORKPLACE SAFETY COMMITTEE

Nothing in this section shall be deemed to diminish the rights, privileges, or remedies of any employee under any collective bargaining agreement.

2.7.1 Expectations of Established Committee

The County desires that employees of the Permittee are aligned with the Airport's mission of providing best in class customer service to its passengers and tenants, and believes that mechanisms for addressing on-site safety concerns leads to more satisfied employees and better customer service. It is thus the County's desire that the Permittee should allow employees to establish and administer a Joint Labor-Management Workplace Safety Committee preferably as follows:

Each workplace safety committee should ideally be composed of employee and employer designees, provided at least two-thirds (2/3) are non-supervisory employees. Permittee employee members of the committee should be selected by, and from among, non-supervisory employees. Committees should be co-chaired by a representative of the employer and non-supervisory employees. Where there is a collective bargaining agreement in place, the collective bargaining representative should be responsible for the selection of employees to serve as members of the committee. Committees representing geographically distinct worksites may also be formed as necessary.

No Permittee should interfere with the selection of employees who should serve on such committee or who serve as the workplace safety designee or with such employees' performance of the duties authorized under this section.

Each workplace safety committee and workplace safety designee of the Permittee should be authorized to perform the following tasks, including but not limited to:

(a) Raise health and safety concerns, hazards, complaints and violations to the employer to which the employer must respond.

(b) Review any policy put in place in the workplace required by any provision of this chapter or any provision of the workers' compensation law and provide feedback to such policy in a manner consistent with any provision of law.

(c) Review the adoption of any policy in the workplace in response to any health or safety law, ordinance, rule, regulation, executive order, or other related directive.

(d) Participate in any site visit by any governmental entity responsible for enforcing safety and health standards in a manner consistent with any provision of law.

(e) Review any report filed by the employer related to the health and safety of the workplace in a manner consistent with any provision of law.

(f) Regularly schedule a meeting during work hours at least once a quarter. Employers should permit safety committee designees to attend a training, without suffering a loss of pay, on the function of worker safety committees, rights established under this section, and an introduction to occupational safety and health.

Any employee who participates in the activities or establishment of a workplace safety committee should not be subject to retaliation, including, but not limited to, discharge, suspension, or demotion by an employer of an employee or any other adverse employment action taken by an employer, his or her agent, or any other person for any actions taken pursuant to their participation.

Permittees are not required to have a safety committee that complies with this Section, and may proffer alternate safety forums for consideration by MDAD.

2.7.2 Changes in Established Committee

At any time during the term of the Agreement and any extensions of such term if, in MDAD's opinion, the Permittee material alters reduces or diminishes employee involvement in the safety committee as proffered in the Proposal, the County's share of Permittee's Gross Revenues shall be increased from 7% to 12% of the Gross Revenues earned during the period of such reduction or diminishment is effective, except where involvement is changed pursuant to the enactment or revision of a collective bargaining agreement.

Nothing in this section requires the Permittee to offer a safety committee, or a safety committee consistent with the County's desires. Nothing in any permit issued to the Permittee shall mandate the existence of a safety committee, and the Permittee determination to provide the benefits proffered in its Proposal in exchange for the County claiming 7% of its gross revenues, or providing lesser benefits in exchange for the County claiming 12% of its gross revenues shall be at the Permittee's sole discretion and commercial judgment.

2.8. INCREASE OF COUNTY SHARE OF GROSS REVENUES

The County is willing, as the proprietor of the Airport, and as a commercial matter, to trade better customer service for a lower share of Permittee's gross revenues. The County believes that potential passengers and tenants make choices as to which airports to utilize based in part on the

customer service they are provided at the Airport, including by Permittees. Better customer service leads to more customers and therefore greater revenues for the County. Motivated, satisfied employees provide better customer service to passengers using Miami-International Airport. Where a Permittee makes choices with respect to its employees which the County believes will result in worse customer service, and thus, lower ultimate revenues for the County, the County desires as a commercial matter a greater share of Permittee's Gross Revenues to offset this potential revenue loss. Accordingly, in the event that, following award of a Permit, and due to the choices of Permittee to diminish or change employment conditions or any safety committee, the County shall thus be entitled to a greater share of 12% of Gross Revenues as described in sections 2.4 and 2.7.2 above.

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APPENDIX A1
EMPLOYEE SATISFACTION

At Menzies, staff training and training is a standard whose minimum is above many companies in the aeronautical sector. The teaching processes and courses taught in classrooms, on the ground or virtually are strictly regulated in our Learning & Development Policy.

Objective: The objective of this program is to reference the courses established in the Learning & Development Policy in accordance with the positions established in Menzies Aviation with the purpose of maintaining the standards established in said manual and knowing the applicable training.

Introduction: It is Menzies Aviation's policy that those carrying out training, theoretical assessment and competency assessment for employees are deemed competent, qualified and, where necessary, certified to carry out such activities, to ensure a high level of consistency in the training delivery standards. Learning & Development Policy Section 6 Qualifications and competency requirements for training personnel.

Evaluation: All employees must undergo an evaluation or test by written, oral, or practical means, as appropriate, to demonstrate specific knowledge, competency, and/or competency to perform tasks, execute procedures, and/or operate equipment. Confirmation will be demonstrated using a standard certification template. Learning & Development Policy Section 4.4.1 Validation.

Recurrence: All legal and regulatory, corporate and job-specific training will be subject to recurring training and/or ongoing competency observations to ensure that all employees remain qualified to perform their duties. Periodic training or practical observation assessments will be subject to the requirements of relevant authorities and clients. All recurrent training will be carried out in accordance with relevant authorities and clients, but not less than once every 36 month period or as frequently specified as described in the training folder. Learning & Development Policy Section 4.2.2 Recurrent training.

Proposer's Safety Committee (Group B)

Describe in detail, the Proposer's proposed workplace safety committee per Scope of Services Section 2.7

In accordance with Section 2.7 of the Scope of Services, Menzies Aviation is suggesting the creation of a comprehensive Workplace Safety Committee (WSC) to ensure active participation from all levels of employees, from management to frontline workers, and to promote continuous improvement in workplace safety, health, and security. Menzies Aviation Safety Management System is consistent with the requirements from Miami-Dade County regarding the Safety Committee.

1. Committee Structure and Representation: The WSC will include representatives from each operational department, ensuring equal representation across all key areas, including Management, Ramp Services,

Passenger Services, Cargo, Ground Support Equipment (GSE), Facility Management, and Administration. Additionally, the committee will include employee representatives selected informally by verbal agreement, as well as any Trade Union representatives as appropriate. This inclusive structure ensures that the committee reflects the diversity of our workforce and maintains a balanced representation between management and employees.

2. Objectives and Responsibilities: The primary objectives of the WSC are to:
    - Facilitate cooperation between management and employees in addressing workplace health and safety issues.
    - Promote employee participation in the development, implementation, and continuous improvement of health and safety measures.
    - Monitor and review the effectiveness of safety policies, procedures, and training programs.
    - Provide a platform for identifying and addressing potential hazards, near misses, and incidents.
    - Foster a positive safety culture by enhancing communication and awareness of safe working practices.
3. Functions and Scope of Involvement: Committee members will be actively involved in:
    - Review health and safety policies and procedures.
    - Identifying workplace hazards and developing risk assessments.
    - Monitoring trends from inspections, audits, and incident reports.
    - Review high-potential near misses, incidents, and accidents to identify root causes and prevent recurrence.
    - Discuss regulatory changes and any operational or organizational modifications.
    - Evaluating and recommending necessary safety training programs and ensuring effective communication of risk management strategies.
4. Meeting Frequency and Record-Keeping: The WSC will meet regularly, typically on a monthly basis, with a minimum requirement of quarterly meetings. During these meetings, minutes will be recorded, including all discussions, actions, and assigned responsibilities, and distributed to all members, posted on notice boards, and shared with the wider workforce to maintain transparency and accountability.
5. Health and Safety Communication: To ensure effective communication of health and safety information across all levels, Menzies Aviation will use a variety of channels, including:
    - Team briefs and toolbox talks.
    - Face-to-face presentations and departmental meetings.
    - Notice boards, company intranet (wearemenzies.com), and Teams channels.
    - Safety Alerts via the Safety Light System (SLS). This multi-channel approach ensures that employees are kept informed about safety

measures, risks, and incidents in a timely manner and fosters open, two-way communication.

6. Union and Employee Representation: We recognize and respect the role of Trade Unions in workplace safety. As such, union representatives will have a seat on the committee and will be kept informed of any changes to safety policies and procedures. Additionally, any safety concerns raised by non-unionized employees will be treated with equal consideration and addressed appropriately.
7. Continuous Improvement and Monitoring: The WSC will set annual objectives, review its performance, and conduct an internal audit to ensure the committee remains effective in promoting a safe working environment. The committee will also monitor the implementation of safety initiatives and ensure that corrective actions and improvements are identified and applied as needed.

The proposed Workplace Safety Committee is designed to play a critical role in ensuring Menzies Aviation's commitment to a safe, secure, and healthy workplace for all employees. Through active engagement, comprehensive representation, and ongoing communication, the committee will help foster a strong safety culture across all levels of the organization. Additionally, the committee will set annual objectives, review its performance, and conduct an internal audit to ensure its effectiveness in promoting a safe working environment. It will also monitor the implementation of safety initiatives and ensure that corrective actions and improvements are identified and applied as needed.

Proposer's Employment Conditions (Group B)

Describe in detail, the Proposer's proposed employment conditions that will exceed the minimums provided for in state or federal law, per Scope of Services Section 2.4. Proposer and the Proposer's proposed Subcontractor shall each complete and submit Attachment B - Employment Conditions Questionnaire.

Attachment B is included as a separate file

Describe Proposer's criteria in support of safe work practices to include details on providing safe and accessible working conditions to all employees assigned to the resultant contract.

Our approach to Risk

Menzies Enterprise Risk Management (ERM) framework is designed to take a proactive approach to risk and drive value and sustainable growth through accountability, governance and oversight, and strategic integration.

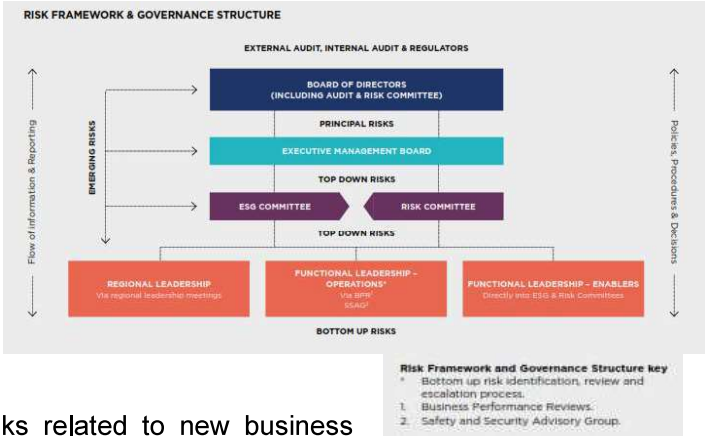
Risk Committee

Our Risk Committee provides enterprise-wide governance and skilled business assessment, as well as identification, of the risks facing our business, with a particular focus on topdown, emerging and principal risks.

Whether they be strategic, change, financial, regulatory, climate, political, financial, IT, legal, regulatory, reputational, or other risks. It performs deep-dive analysis on emerging risk topics.

The Committee is Chaired by the Chief Governance & Sustainability Officer and is attended by a core group listed below, along with specialist roles, as required:

- The Head of Sustainability & Corporate Responsibility
- Chief People Officer
- Group Financial Controller
- SVP Operational Risk
- Chief Information Officer



The Committee also reviews risks related to new business opportunities along with the executive management board. The committee has a responsibility to instill enhanced awareness and corporate risk governance in a meaningful way, informing our strategy and action planning. The committee meets quarterly.

The Committee most recently undertook a thorough assessment of all top-down and emerging risks at the end of 2023. Following this, our Principal risks were identified and presented to the Audit & Risk Committee and ratified by them. Our Enterprise Risk Framework and governance structure is shown in the diagram below.

Our ERM system

Our new ERM system holds our risk registers and provides greater visibility, ownership, management and reporting of risks, and is enabling improved tracking of associated actions. It provides a dynamic view and tracking of our is fundamental. In 2023, our operational risk risks, impacts and actions that can be viewed across our global business and maintained dynamically by risk owners in real time. We continue to increase knowledge and engagement on active risk management, and to communicate risks more widely across our organisation as our processes mature.

Climate Risk

We integrated climate change into our ERM procedures following development of our first report responding to the Taskforce for Climate Change and Financial Disclosures (TCFD) regulations in 2021. This includes the identification, assessment and mitigation of risks from climate change on our business, as well as the impacts of our own business and supply chains on climate change, whether they be physical, transitional or liability related. By making this part of our ERM procedures we can ensure we can better educate and engage our senior teams in the risks relating to climate change and how these are directly related to our strategy, decision-making, procurement, All In plan and net-zero targets, and support the future sustainability of our business. More details can be found in our TCFD report.

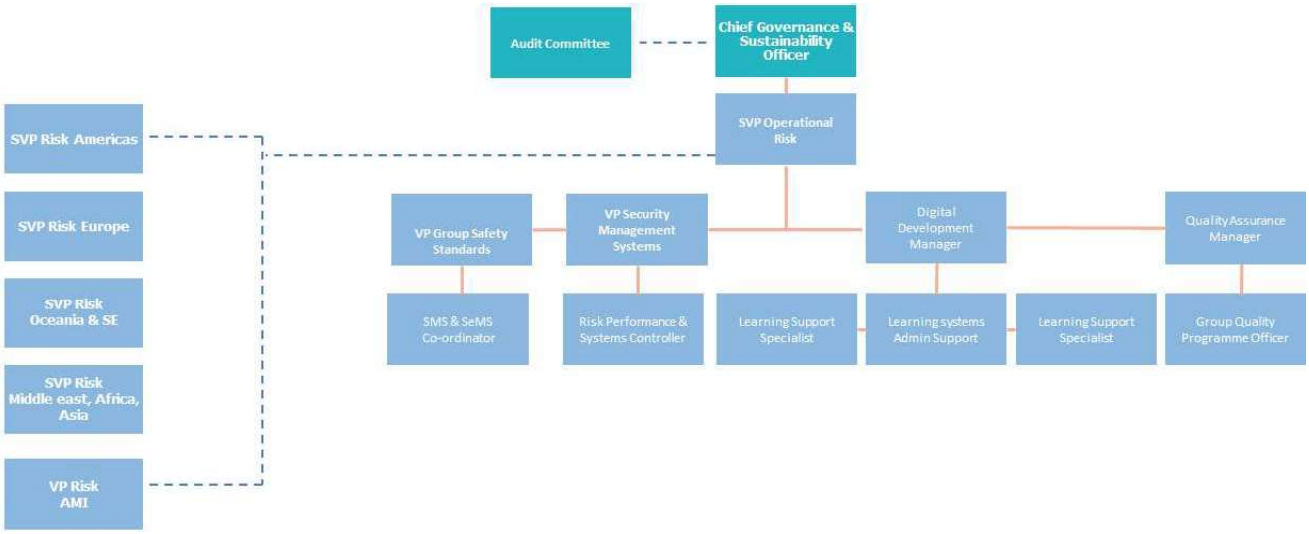
Operational Risk

Reflecting our purpose of ensuring safe and secure operations, as well as our core value of Safety, the removal and management of risk throughout our day-to-day operations is fundamental. Continuing to improve and embed our Menzies Operating Responsibly Safely and Effectively (M.O.R.S.E.) program and safety management systems is a top priority. By linking our M.O.R.S.E. system with our ERM system over the coming months, we will create a more dynamic, 'live' operational risk register that can be effectively managed. As we onboarded many new employees to support or existing and new operations and began integrating NAS locations into our business during 2022 and 2023, ensuring we focus on delivering the best safety training, tools and develop our safety culture has never been more critical. 2024 will be no different as we support continued growth, responsibly.

Menzies Global risk management team

The risk is something that Menzies always takes very seriously and has a dedicated team to analyze and mitigate any possibility for unsafe operations at any Menzies location around the world. Therefore, we invest in a robust corporate group and regional risk team who set the framework and measure performance to drive continual improvement whilst regional tactical teams oversee the implementation of our safety/security processes. The structure is split into two main areas allowing for support and oversight:

- Group risk team who set the framework ensuring alignment with highest technical, safety and security standards, and
- Regional risk structure which ensures the implementation and local application of best practice working methods



Our target is to improve our safety performance (aircraft damage and serious injury rates) by 10% year on year. To achieve this, we have a series of regional and executive review boards which ensure we conduct a thorough analysis of each incident and outline measures to continually improve. These review boards have a specific remit and are an integral function to promote the safety culture within the organization. Their remit is detailed below:

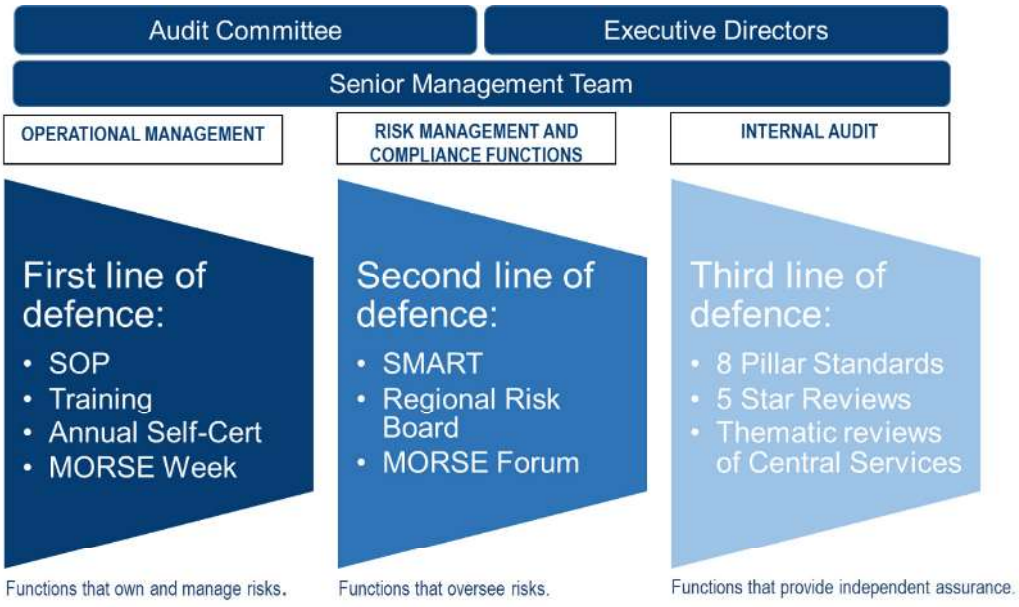
- Monthly Risk Review Board (RRB): reviews the safety and security performance of each region. Each regional agenda chaired by the regional

EVP/SVP includes operational updates, a review of open items from previous months, significant safety/security events for review, and analysis of quality controls such as inspection targets and trends. Each station within the region presents the successes and challenges they face. This is effective because peer reviews ensure strategies and successes are shared across our network.

- Quarterly MORSE Forum: is chaired by the Chief Governance & Sustainability Officer and Chief People Officer to review performance against targets, emerging trends, change management, policy enhancements and People engagement initiatives to drive continual improvement.

Three lines of defense - Menzies approach to risk management

- Our industry leading approach to risk management uses the three lines illustrated below:



Above image represents the operational management, compliance and audit are the pillars of our success – the three lines of defence ensure we manage and oversee risk and our approach is independently reviewed.

This process is effective because it ensures that:

- We have quality processes which ensure our staff work the right way, every day.
- We have effective quality control processes to inspect and develop our teams working methods.
- We have internal and external auditing of our performance which provides a forum for review, analysis and continuous improvement.

Our MORSE system powered by Eco-online:

MORSE powered by Eco-online: We have an integrated web-based integrated reporting system called MORSE which provides a unified automated risk management platform in MIA and across our group. It is powered by Eco-online through a package of interconnected modules, built on a contemporary database with a modern look and feel.

The system is optimized for mobile devices and is focused on the end user for ease of use, in both input of reports and data, and management information. The system is available in multiple languages and promotes a risk-conscious culture throughout the Group.

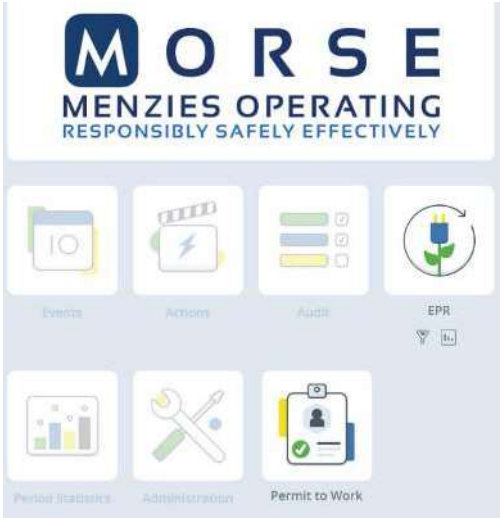
Incident reporting which aligns with industry best practices: MORSE is an effective system because it enables all members of our team to report a near miss or accident online or through a mobile device. This has made the reporting of events easier because it removes bottlenecks (previously, incidents were reported by crew chief / supervisors and duty managers).

Each incident is triaged and categorized by severity. Investigations have a peer review and are signed off by the accountable manager.

This approach is effective because it focusses upon tackling the root cause of risk through effective capture and analysis of events, with investigations triggering remedial actions to prevent a reoccurrence of the event.

MORSE generates automated reports in the European Coordination Centre for Accident and Incident Reporting Systems (ECCAIRS) format to the European Central Repository for accident and incident reports in aviation.

ECCAIRS implements Directive 2003/42/EC on Occurrence Reporting in Civil Aviation by offering a centralized and standardized way to collect, share and analyze safety data related to aviation accidents and incidents.



MORSE reporting modules are intuitive and available in multiple languages independently reviewed.

This aligns our risk reporting with the wider Aviation industry, enabling us to better benchmark our performance globally, whilst maintaining a simple risk review methodology which is (image above) are intuitive and available in multiple languages effective for our operations.

This integrated approach effectively monitors performance, across type, causation factors, investigation actions, timescales and outcomes. This is important as it allows for better trend analysis and the identification of latent risks.

Real time oversight of our operation: MORSE generates reports in real-time within a dashboard which has analytical functionality. This makes us best placed to analyze our data analysis across risk type, causation factors, repeat incidents. The Business Intelligence (BI) functionality enables us to be more proactive in how we analyze risk and set control measures before a risk becomes an actual incident with the aim of becoming predictive. This is an important innovation because by partnering with our customers we can take a preventative, not reactive approach to risk in MIA.

- Our airline customers will benefit from automated reporting functionality which can be tailored to their needs. These reports can include:
- Safety/Security Performance
- Details of incidents
- Status of investigations and route cause
- Trends, risk types and number of incidents

This information can also be available to global customers who we handle across our all operations, demonstrating transparency and effective monitoring throughout our partnerships.

Our unique approach to quality management

Our quality management processes lead the industry. We have held IATA's Safety Audit for Ground Operations (ISAGO) since 2009 which validates that our internal processes meet international standards. The Menzies Ground Operations Manual (GOM) and Cargo Handling Manual (MCHM) are fully aligned with the IATA Ground Operations Manual (IGOM) and IATA Cargo Handling Manual (ICHM) reinforcing our commitment to delivering the highest quality services.

We use our SMART App to continuously inspect how our team implements operating processes across ramp, passenger, cargo and fueling services.

SMART is an effective performance monitoring and continuous improvement tool because our inspection regime and questions are tailored to the specific aircraft type, service and flight schedule we're due to handle.

SMART draws from a library of over 1000 questions, which are randomly selected but can mandate specific checks that are important to our airline customers when required. This functionality is effective in preventing incidents from emerging risk. The innovative SMART App ensures we maintain an effective sample size to verify the quality of services

Effective management and governance of our operations

We have a strong operational governance model, supported through two complementary audit processes called the 8-Pillar Audit and the 5-Star Audit. The business governance and risk management processes will ensure that each of our stations are adequately structured and comply with the key success factors.

Our process is effective because we evaluate how our equipment performs against standards to align with your own customer value proposition and compare our stations across our network.

In recap:

- The 8 Pillars Program describes the minimum standards expected in all of our operations.
- The 5-star program allows us to audit what matters most and helps us drives improved compliance behavior.

Both programs provide the necessary oversight and assurance that risks are appropriately achieved. The following section details our 8 pillar and 5 managed, and continuous improvement is programs in more detail:

The 8 Pillars Program: Prescribes the minimum standards expected in all our operations and covers the following Pillars:

1. Risk
2. Corporate governance
3. People
4. Training
5. Planning
6. Ground service equipment and infrastructure

7. Operations and service delivery
8. Finance

Each pillar has key controls (standards) that are available on our intranet, and each standard is linked to a policy that is approved by the corporate department head. Each station manager receives a risk induction and familiarization with the standards that are reviewed through an annual self-assessment.

5 Star Review - Auditing our security performance using a risk-based approach:

The 5 Star program is completed by an independent auditor and takes approximately 3 to 5 days to complete. It focuses on approximately 100 questions, which can vary, decrease or increase depending on the type and magnitude of the transaction, and evaluates key risk factors and compliance behavior within each of our regions, and includes:

- Ensure "what matters most", i.e. elevated and emerging risks
- Unannounced audits to provide a more objective picture of the actual standards and level of compliance at a station
- Evaluate performance against peers using a star rating internationally accepted
- Positive reinforcement to drive better compliance behavior
- More focus on observation and implementation of evidence while verifying the effectiveness
- Optimized audit processes, we have introduced more SMART auditor checks and reduced process discussions

Stations that achieve 5 stars will receive a trophy presented by a senior member of the management team and their compliance measurement used to receive a financial award through safety and security awards.

The audit is less intrusive than regular monitoring, giving our airline customers complete confidence that our operation is sustainable and implements high quality standards.

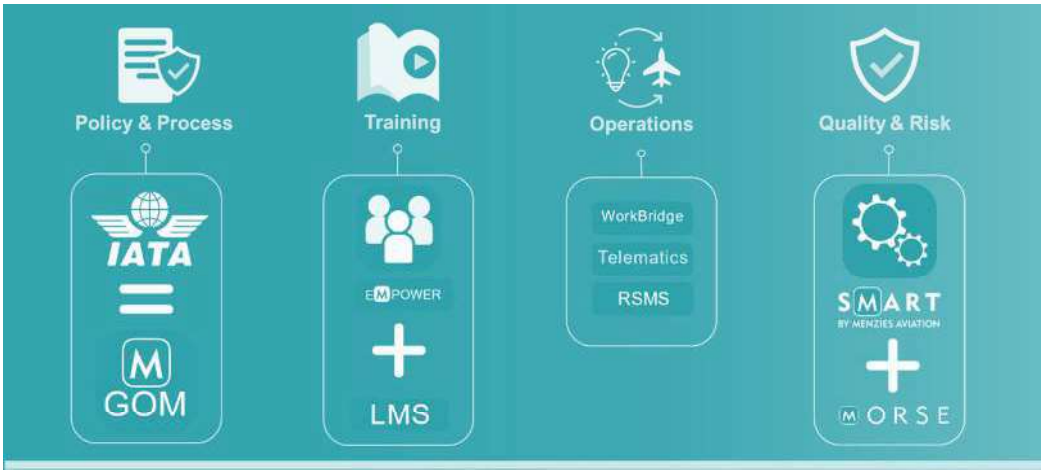
Our quality and risk management tools form part of a wider approach to risk and quality management which focusses upon:

We will ensure our team is in the best position to focus on your values by auditing individual stations, ensuring our teams have the right tools and procedures to maximize their effectiveness.

We know that positive customer engagement is driven by happy institutions. That is why we review the performance of our "people" at each station, so that our team is well supported and focused on providing excellent service

Our commitment to corporate governance and quality by benchmarking the performance of our operations is evidence that we take the customer experience seriously and are best positioned to be

- *Policy and process:* aligning our Cargo operations processes to IATA, AHM and ICHM
- *Training:* ensuring that our staff receive information and guidance through a blend of online, site based and classroom training
- *Operations:* digitized systems to have the right people, in the right place at the right time
- *Quality and risk management:* we will use MORSE and SMART to mitigate the root cause of risk and monitor our quality working methods.



Our safety communications:

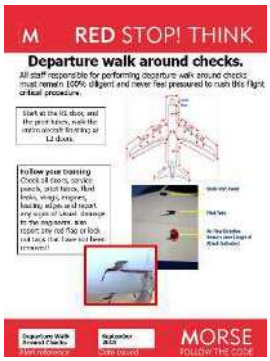
MORSE Briefings and the Safety Light System (SLS) are vital components in our communication of our core values and how to turn them into a code of practice - the way we work, wherever we are and in everything we do. The MORSE Briefing Board provides the ability to display alerts (SLSs) in one dedicated area and we encourage our supervisory/management team to use this as the location where they conduct MORSE briefings using the alerts to enhance the items for discussion with effective 2-way communication. This approach helps foster a positive safety culture to ensure all personnel maintain awareness of safe and secure operations, act responsibly, stop, think and do the right thing.

The topic and reason behind the safety briefing is explained to the staff. Red alerts are covered first, followed by amber and then the green SOP is described. All staff must receive the safety briefing at least every two weeks and should sign the attendance sheet to confirm they have received the brief. Any employee that was absent must be brought up to date on the briefings upon their return to work. Any new employee should receive the SLS brief as part of their induction training. Upon the introduction of a new red alert, all staff are to be briefed as soon as possible. The attendance sheet, verbal briefing sheet and alerts are archived for one year.

Any alert designated within the 'RED ALERT' framework constitutes a very important safety alert, including safety alert(s) issued on the basis of any recent incident(s) in any part of the Menzies Aviation worldwide network.

The Amber alerts are part of the company safety golden rules poster campaign and can be downloaded from the intranet. In addition, Amber alerts can be used to raise awareness from SMART Trends, MORSE incidents, Airport bulletins etc. The alerts should be rotated every month. Local safety posters can also be displayed.

The Green alerts should display the Standard Operating Procedure (SOP) or Local Operating Procedure (LOP) i.e. the correct way.



2023 - 2024 Priorities:

A key area of focus will be to simplify and automate KPIs to create transparency and improved insights for our managers. Examples include:

- Benchmarking Personal Injuries and Aircraft Ground Damage using incidents rates, enabling our managers to rank their performance against regional and global rates and provide their existing and prospective customers with real-time performance.
- Real-time Training Dashboard, enabling managers to better plan training resources and ensure optimum levels of skilled labor to meet growth demands now and into the future, giving our customers confidence and ensuring quality of service.
- Improving analysis and correlation of leading and lagging indicators to give early warning notifications and help managers stay on track and provide a safe a secure service.
- Link incidents in M.O.R.S.E. with our Enterprise Risk Management system to always show the current more dynamic Operational Risk Register, assisting management teams to focus on areas that matter most.
- Reviewing and testing our Crisis Management Centre processes and tools.

Case Study: Managing risk from within

To address insider threat risk within our business policies, processes and controls, we undergo an annual assessment of our Insider Risk Mitigation Framework by the National Protective Security Authority (NPSA), part of the UK's MI5 security service. The assessment is based on the NPSA Personnel Security Maturity Model, focusing on seven core elements of effective personnel security processes:

- Leadership and Governance.
- Insider Risk Assessment.
- Employment Screening.
- Ongoing Personnel Security.
- Monitoring and Assessment of Employees.
- Investigation and Disciplinary Practices (Response).
- Security Culture and Behavior Change.

Innovating in our approach to risk:

We are committed to proactive risk management for MIA, this means that we aren't managing from behind a desk, rather our senior subject matter experts support our local teams within the operation. Innovation will be driven through partnership, joint decision making and how we support occupational health and safety across a growing network with our airline customers.

Evidence: we have developed a similar approach with a key customer where we have a multi- product network across Europe and America. Initiatives include:

- Combined covert audits agreed with the airline group compliance director
- Sharing and comparing incident data
- Regular reports and reviews from the SMART App
- Joint safety / security promotions
- Joint information sharing of industry trends

This is just an example of the joint approach to risk which we can bring to our partnership with our airline customers. We are excited about how we can drive innovation through collaboration and data sharing, to drive continual improvement

Our Safety & Security culture: "95% of employees surveyed value their safety and the safety of co-workers and customers".

Every year our central HR dept conducts online global colleague surveys. An opportunity for every colleague to have their voice heard and help influence future decisions and actions across a number of areas including People, Passion, Pride, Safety & Security and Customer Service.

Proposer's Wages (Group B)

Provide the wages that will be paid to its employees performing Services on the resultant contract as detailed in Proposer's Attachment B - Employment Conditions Questionnaire.

Attachment B is included as a separate file

Provide the percentage of employees that the Proposer intends will perform on this Contract that will be Full-time (eligible for benefits) and Part-time.

Menzies anticipates that 70% of the employees assigned to this contract will be full-time (FTE), which includes those eligible for benefits. These full-time positions ensure continuity, reliability, and a high level of engagement, as they will form the core of our workforce, bringing consistency to operations. Full-time employees will also benefit from comprehensive training, aligning their long-term growth with the contract's objectives and our company's service standards.

The remaining 30% of employees will be part-time (PTE). This portion allows for adaptability, particularly in managing variable workloads or peak operational times. Our part-time employees are equally skilled and integral to maintaining our performance levels, though their role offers greater flexibility in scheduling, allowing us to respond to fluctuating demands without compromising service quality.

By blending 70% full-time and 30% part-time positions, we ensure a robust workforce that is both stable and flexible, capable of delivering high performance throughout the duration of the contract

RESTATED

Attachment B - Employment Conditions Questionnaire

Instructions: Only proposers who are seeking to demonstrate employee satisfaction by providing information regarding wages or employment conditions should fill out this Attachment B. Proposers who choose to demonstrate employee satisfaction through alternate methods are not required to fill out this form. Proposers utilizing this form shall provide information only as to those categories of information the proposer is choosing to proffer.

(a) Wages

For every hourly/ non-exempt employees job classification the Proposer intends to employ at the Airport, please indicate the number of employees in that classification; the starting wage, highest wage and median wage; percentage of employees employed 30 hours per week or more; any scheduled pay increases for the next year, and whether they are annually recurring; and the number of employees with over one year of seniority:

Job Title	# of employees	Starting wage	Highest wage	Median wage	% employees with 30 hrs./wk. or more	Schedule pay increase(s) for FY 2024?	Will Proposer provides increases on every year of the GASP?	# of employees with 1 year + seniority
Ramp Agent	30	$21.26	#	##	70%	N/A *	Yes	**
Ramp Lead	10	$23.26	#	##	70%	N/A *	Yes	**
Bagroom Agent	15	$21.26	#	##	70%	N/A *	Yes	**
Bagroom Lead	4	$23.26	#	##	70%	N/A *	Yes	**
Cabin Agent	28	$21.26	#	##	70%	N/A *	Yes	**
Cabin Lead	6	$23.26	#	##	70%	N/A *	Yes	**
Pax Agent	70	$21.26	#	##	70%	N/A *	Yes	**
Pax Lead	10	$23.26	#	##	70%	N/A *	Yes	**
Supervisor	12	25.23	#	##	100%	N/A *	Yes	**
Admin	1	23.26	#	##	100%	N/A *	Yes	**
Timekeeper	1	25.26	#	##	100%	N/A *	Yes	**
Recruiter	1	25.26	#	##	100%	N/A *	Yes	**
Load Controller	4	25.26	#	##	90%	N/A *	Yes	**

Notes/Legend:

* Menzies estimates no less than 30% of the employees will have more than 1 year seniority. This can be updated only after the award of the GASP and hire people from incumbents.

** Menzies already considered the 2024/2025 rates.

Menzies is not operating at MIA, therefore unable to indicate the highest and median wages

Will the Proposer commit to paying wages and providing annual wage increases at least as high as what is required by the Living Wage Ordinance? NOTE: At the time of this solicitation, the current Miami-Dade Living Wages are $16.51 per hour with qualifying health benefits valued at least $3.83 per hour, otherwise $20.34 per hour. Access the following link for additional information: https://www.miamidade.gov/global/business/smallbusiness/living-wage.page.) X yes ☐ ~~no~~

Does Proposer offer longevity bonuses? If so, how much? How many employees will receive this bonus? ☐ ~~yes~~ X no

(b) Health & Retirement Benefits

Does Proposer provide health insurance to employees? X yes ☐ ~~no~~

Does the Proposer's health insurance require premium sharing by the employee? X yes ☐ ~~no~~

If yes, what is the monthly premium for single coverage? **The excess of $ value over $3.81**

What is the annual deductible? **Menzies is currently negotiating with vendors medical package for 2025**

What is the co-payment for a primary care visit? **Menzies is currently negotiating with vendors medical package for 2025**

How many employees receive health insurance? **0 (zero) in our experience our employee's preference is to select cash minimum wage**

What rate does Proposer pay for health insurance per employee? **3.81/hr.**

Does Proposer provide a retirement benefit to employees? X yes ☐ ~~no~~

What form of benefit? E.g., 401k, etc. **401K**

How many employees receive this benefit? **All employees**

Proposer's contribution, if any, to retirement program: **Proposer matches up to 4%**

(c) Paid Leave

Does Proposer provide paid sick days? ☐ ~~yes~~ X no **Proposer provides PTO as on pool**.

Sick days per year: **N/A**

If applicable, please explain accrual method, (for example, 1 hour per 40 hours):

Does Proposer provide paid vacation days? ☐ ~~yes~~ X no

Vacation days per year: ☐ ~~yes~~ X no **Proposer provides PTO as on pool.**

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): **N/A**

If Proposer provides one pool of leave time for both sick and vacation leave, (Paid Time Off – PTO), rather than separate pools, please indicate number of combined leave days:

6 Mon. to 5 Yr Maximum 40 HR

5 years + Maximum 80 Hours

If applicable, please explain accrual method, (for example, 1 hour per 40 hours):

6 Mon. to 5 Year 0.040 per hours worked

5 years + 0.077 per hours worked

(d) Fringe Benefits

Does Proposer provide employees with a uniform allowance: ~~□ yes~~ X no

Proposer provides free uniforms

Value of uniform allowance: $_____per _____month/year/etc.

Is the uniform allowance provided to all employees? □ yes □ no If not, please explain:

Does Proposer provide any other economic benefits?:

- Paid parking: X yes ~~□ no~~ per table below

  Beginning June 1, 2025, the Employer shall pay fifty (50%) percent of the total cost of the monthly employee parking pass for all employees, who have been employed for at least one (1) year and apply for an Employer subsidized parking pass.

  Beginning October 1, 2026, the Employer shall pay seventy-five percent (75%) of the total cost for the monthly employee parking pass for all employees who have been employed for at least five (5) years and apply for an Employer subsidized parking pass.

Beginning March 1, 2027, the Employer shall pay one-hundred percent (100%) of the total cost for the monthly employee parking pass for all employees who have been employed for at least five (5) years and apply for an Employer subsidized parking pass.

- Flight benefits: ~~□ yes~~ X no (unless airlines customers offer benefits to station employees)
- Other, please explain below: 5 Holidays per year paid at one and a half (1.5x) times their regular rate of pay. As of 1/2026 EE will be entitled to 6 Holidays per year paid at one and a half (1.5x) times their regular rate of pay

(e) Breaks

Does Proposer provide employees a paid meal break? ~~□ yes~~ X no

Proposer provides meal breaks based on state law and CBA

Does Proposer provide a break area for employees? X yes ~~□ no~~

(f) Health and Safety Protections

Within the last ten years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance? ~~□ yes~~ X no

What is your firm's experience modification rate?

2021	2022	2023	2024 YTD
0.98	0.78	0.76	.080

Does Proposer meet all applicable federal Occupational Safety and Health standards? X yes ~~□ no~~

(g) Collective Bargaining Agreement & Labor Peace

Does Proposer have a labor peace agreement with any union that represents or seeks to represent Miami international Airport employees? ~~□ yes~~ X no Currently in negotiation for a new CBA

Does the Proposer have a Collective Bargaining Agreement (CBA) with a union for any or all of its employees at Miami International Airport? □ yes □ no

Which employees does it cover? All Frontline employees

Link to the CBA if available on-line: SEIU local 32BJ

(h) Anti-Retaliation

Does Proposer commit to not retaliating against any employee, including employees of any subcontractor, for

notifying the County, an enforcement agency, or other party about the Proposer's or Proposer's subcontractor's noncompliance with any wage, anti-discrimination, paid leave, or other workplace standards laws, including by discharging, reducing hours or compensation, otherwise discriminating against the employee? X yes ~~☐ no~~

SPEAK UP POLICY (Menzies Aviation Third Party Code of Conduct is attached to Menzies' Submission)

No Retaliation

Retaliation against any Group employee who seeks advice, makes a report in good faith of alleged wrongdoing, or participates in an investigation will not be tolerated. If you witness suspected retaliation, report it immediately to compliance@menziesaviation.com or through SpeakUp

(i) Subcontractors' Compliance

How will the Proposer monitor subcontractors for compliance with wage, anti-discrimination, health and safety, and other workplace laws? Please describe the steps Proposer will take in the space provided below.

Health and Safety Manual Section 7.1 Management of contractors, sub contractors and visitors
Managers responsible for employing 'contractors and/or sub-contractors' must ensure that safe and secure systems of work (SSOW) have been agreed before any work or service commences. Managers also have a responsibility to ensure the Health & Safety of all contractors and sub-contractors operating within their own facilities or providing sub-contracted services to their customers. There is also a duty to ensure the Health & Safety performance and compliance of contractors and/or sub-contractors is monitored

If the Proposer has contracted or plans on contracting with a subcontractor to provide any Airport services, the Proposer and the Subcontractor(s) shall complete and submit this questionnaire as an attachment.

Attachment B - Employment Conditions Questionnaire.

Instructions: Answer these questions as they apply to hourly/ non-exempt employees of the Proposer or any of its Subcontractors.

(a) Wages

For every hourly/ non-exempt employees job classification the Proposer intends to employ at the Airport, please indicate the number of employees in that classification; the starting wage, highest wage and median wage; percentage of employees employed 30 hours per week or more; any scheduled pay increases for the next year, and whether they are annually recurring; and the number of employees with over one year of seniority:

Job title	# of employees	Starting wage	Highest wage	Median wage	% employed 30 hours/week or more	Scheduled pay increase(s) for FY 2024?	Will Proposer provide this increase every year of the GASP?	*# employees with 1 year+ seniority*
skycap	14	$8.67	$9.51	$9.06	40	10/01/2024	☑ yes □ no	10
wheelchair agent	160	$20.34	$22.32	$21.26	75	10/01/2024	☑ yes □ no	94
Dispatcher	3	$26.59	$29.18	$27.79	100	10/01/2024	☑ yes □ no	3
Lead	12	$24.55	$26.93	$25.65	100	10/01/2024	☑ yes □ no	10
Supervisor	4	$28.88	$31.69	$30.18	100	10/01/2024	☑ yes □ no	4
							□ yes □ no	
							□ yes □ no	
							□ yes □ no	
							□ yes □ no	

Will the Proposer commit to paying wages and providing annual wage increases at least as high as what is required by the Living Wage Ordinance? NOTE: At the time of this solicitation, the current Miami-Dade Living Wages are $16.51 per hour with qualifying health benefits valued at least $3.83 per hour, otherwise $20.34 per hour. Access the following link for additional information: https://www.miamidade.gov/global/business/smallbusiness/living-wage.page.) ☑ yes □ no

Does Proposer offer longevity bonuses? If so, how much? How many employees receive this bonus?

(b) Health & Retirement Benefits

Does Proposer provide health insurance to employees? ☑ yes □ no

Does the Proposer's health insurance require premium sharing by the employee? ☑ yes □ no

If yes, what is the monthly premium for single coverage? $123.43

What is the annual deductible? $5,000

What is the co-payment for a primary care visit? $30

How many employees receive health insurance? 8

What rate does Proposer pay for health insurance per employee? $621.08

Does Proposer provide a retirement benefit to employees? ☑ yes □ no

What form of benefit? E.g., 401k, etc. 401K

How many employees receive this benefit? __8_____

Proposer's contribution, if any, to retirement program: ___none_____

(c) Paid Leave

Does Proposer provide paid sick days? □ yes ☑ no

Sick days per year: _____

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): _____

Does Proposer provide paid vacation days? □ yes ☑ no

Vacation days per year: _____

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): _____

If Proposer provides one pool of leave time for both sick and vacation leave, (Paid Time Off – PTO), rather than separate pools, please indicate number of combined leave days: PTO 10 days per year

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): _____

(d) Fringe Benefits

Does Proposer provide employees with a uniform allowance: □ yes ☑ no ***Company provides uniform**

Value of uniform allowance: $$200 per year month/year/etc.

Is the uniform allowance provided to all employees? ☑ yes □ no If not, please explain:

Does Proposer provide any other economic benefits?:

- Paid parking ☑ yes □ no MGS pays 50% of the parking anually
- Flight benefits □ yes ☑ no
- Other, please explain below:

(e) Breaks

Does Proposer provide employees a paid meal break? □ yes ☑ no

Does Proposer provide a break area for employees? ☑ yes □ no

(f) Health and Safety Protections

Within the last ten years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance? □ yes ☑ no

What is your firm's experience modification rate? 0.6

Does Proposer meet all applicable federal Occupational Safety and Health standards? ☑ yes □ no

(g) Collective Bargaining Agreement & Labor Peace

Does Proposer have a labor peace agreement with any union that represents or seeks to represent Miami international Airport employees? □ yes ☑ no

Does the Proposer have a Collective Bargaining Agreement (CBA) with a union for any or all of its employees at Miami International Airport? □ yes ☑ no

Which employees does it cover? _____

Link to the CBA if available on-line: _____

(h) Anti-Retaliation

Does Proposer commit to not retaliating against any employee, including employees of any subcontractor, for notifying the County, an enforcement agency, or other party about the Proposer's or Proposer's subcontractor's noncompliance with any wage, anti-discrimination, paid leave, or other workplace standards laws, including by discharging, reducing hours or compensation, otherwise discriminating against the employee? ☑ yes □ no

(i) Subcontractors' Compliance

How will the Proposer monitor subcontractors for compliance with wage, anti-discrimination, health and safety, and other workplace laws? Please describe the steps Proposer will take in the space provided below.

Contractual Requirements: All subcontractors will be required to adhere to strict contractual obligations that outline compliance with applicable wage, anti-discrimination, health, safety, and labor laws. These requirements will be clearly stated in the agreements with subcontractors.
Pre-Qualification Screening: Prior to contracting, the Proposer will conduct a thorough screening of subcontractors to ensure they have a history of compliance with relevant laws and regulations. This will include reviewing past performance, audits, and certifications related to labor and workplace laws.

If the Proposer has contracted or plans on contracting with a subcontractor to provide any Airport services, the Proposer and the Subcontractor(s) shall complete and submit this questionnaire as an attachment.

RESTATED

Attachment B - Employment Conditions Questionnaire

Instructions: Only proposers who are seeking to demonstrate employee satisfaction by providing information regarding wages or employment conditions should fill out this Attachment B. Proposers who choose to demonstrate employee satisfaction through alternate methods are not required to fill out this form. Proposers utilizing this form shall provide information only as to those categories of information the proposer is choosing to proffer.

(a) Wages

For every hourly/ non-exempt employees job classification the Proposer intends to employ at the Airport, please indicate the number of employees in that classification; the starting wage, highest wage and median wage; percentage of employees employed 30 hours per week or more; any scheduled pay increases for the next year, and whether they are annually recurring; and the number of employees with over one year of seniority:

Job title	# of employees	Starting wage	Highest wage	Median wage	% employed 30 hours/week or more	Scheduled pay increase(s) for FY 2024?	Will Proposer provide this increase every year of the GASP?	*# employees with 1 year+ seniority*
drivers	53	$17.25	$20.34	$19.91	75%		□ yes □ no	37
administration	10	$50,000	$95,000	$63,600	100%		□ yes □ no	8
security	40	$16.51	$22.00	$16.88	100%		□ yes □ no	26
operations	9	$16.00	$21.00	$16.78	100%		□ yes □ no	5
maintenance	9	$15.00	$43.00	$20.83	100%		□ yes □ no	4
							□ yes □ no	
							□ yes □ no	
							□ yes □ no	
							□ yes □ no	

Will the Proposer commit to paying wages and providing annual wage increases at least as high as what is required by the Living Wage Ordinance? NOTE: At the time of this solicitation, the current Miami-Dade Living Wages are $16.51 per hour with qualifying health benefits valued at least $3.83 per hour, otherwise $20.34 per hour. Access the following link for additional information: https://www.miamidade.gov/global/business/smallbusiness/living-wage.page.) □ yes □ no

Does Proposer offer longevity bonuses? If so, how much? How many employees receive this bonus?

(b) Health & Retirement Benefits

Does Proposer provide health insurance to employees? ☑ yes □ no

Does the Proposer's health insurance require premium sharing by the employee? □ yes □ no

If yes, what is the monthly premium for single coverage? N/A

What is the annual deductible? $5,000

What is the co-payment for a primary care visit? $30

How many employees receive health insurance? 21

What rate does Proposer pay for health insurance per employee?

Does Proposer provide a retirement benefit to employees? □ yes ☑ no

What form of benefit? E.g., 401k, etc. N/A

How many employees receive this benefit? N/A

Proposer's contribution, if any, to retirement program: N/A

(c) Paid Leave

Does Proposer provide paid sick days? ☑ yes □ no

Sick days per year: N/A

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): N/A

Does Proposer provide paid vacation days? ☑ yes □ no

Vacation days per year: 5

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): 1.54 Accrued every paycheck

If Proposer provides one pool of leave time for both sick and vacation leave, (Paid Time Off – PTO), rather than separate pools, please indicate number of combined leave days: 5

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): 1.54 Accrued every paycheck

(d) Fringe Benefits

Does Proposer provide employees with a uniform allowance: ☑ yes □ no

Value of uniform allowance: $150.00 per YEAR month/year/etc.

Is the uniform allowance provided to all employees? ☑ yes □ no If not, please explain:

Does Proposer provide any other economic benefits?:

- Paid parking □ yes ☑ no
- Flight benefits □ yes ☑ no
- Other, please explain below:

(e) Breaks

Does Proposer provide employees a paid meal break? □ yes ☑ no

Does Proposer provide a break area for employees? ☑ yes □ no

(f) Health and Safety Protections

Within the last ten years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance? □ yes □ no

What is your firm's experience modification rate? _____

Does Proposer meet all applicable federal Occupational Safety and Health standards? ☑ yes □ no

(g) Collective Bargaining Agreement & Labor Peace

Does Proposer have a labor peace agreement with any union that represents or seeks to represent Miami international Airport employees? □ yes ☑ no

Does the Proposer have a Collective Bargaining Agreement (CBA) with a union for any or all of its employees at Miami International Airport? □ yes ☑ no

Which employees does it cover? N/A

Link to the CBA if available on-line: N/A

(h) Anti-Retaliation

Does Proposer commit to not retaliating against any employee, including employees of any subcontractor, for notifying the County, an enforcement agency, or other party about the Proposer's or Proposer's subcontractor's noncompliance with any wage, anti-discrimination, paid leave, or other workplace standards laws, including by discharging, reducing hours or compensation, otherwise discriminating against the employee? ☑ yes □ no

(i) Subcontractors' Compliance

How will the Proposer monitor subcontractors for compliance with wage, anti-discrimination, health and safety, and other workplace laws? Please describe the steps Proposer will take in the space provided below.

N/A

If the Proposer has contracted or plans on contracting with a subcontractor to provide any Airport services, the Proposer and the Subcontractor(s) shall complete and submit this questionnaire as an attachment.

ATTACHMENTS

General Aeronautical Service Permits (GASP)
to Commercial Aircraft Operators and Airlines