

MEMORANDUM

ASC

Agenda Item No. 3(F)

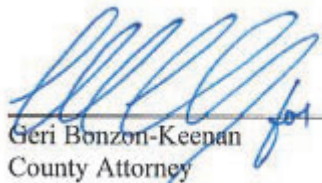
TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 13, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing waiver of competitive bidding procedures pursuant to section 5.03(D) of the Home Rule Charter and section 2-8.1(b) of the County Code by a two-thirds vote of the Board members present and award a non-competitive revenue-generating contract, Contract No. BW-10479, Airball Sports II, LLC Lease and Concession Agreement, to Airball Sports II, LLC with projected revenue of \$17,000,000.00 for an eight-year term with one, two-year option to renew for the Miami-Dade Aviation Department; and authorizing the County Mayor to exercise all provisions of the contract, including any cancellation, renewal or extensions, pursuant to section 2-8.1(b) 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 Danielle Cohen Higgins.

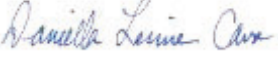

Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001

Date: September 1, 2026

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

From: Daniella Levine Cava 
Mayor

Subject: Recommendation to Waive Competitive Bidding Procedures and Award a Non-Competitive Revenue-Generating Lease and Concession Agreement with Airball Sports II, LLC

Executive Summary

This item is for the award of a revenue-generating lease and concession agreement to Airball Sports II, LLC (Airball) for a Miami Heat-licensed merchandise retail concession at Miami International Airport (MIA) for the Miami-Dade Aviation Department (MDAD). Airball holds the exclusive rights to operate a Miami Heat franchise retail store at MIA and will be responsible for financing, operating, and maintaining a high-quality, state-of-the-art retail concession in Concourse D. The Concessionaire must ensure compliance with MDAD standards, provide exceptional customer service, maintain accurate financial and operational reporting, and ensure operations reflect the character of the South Florida region and meet first-class airport retail standards.

The award of this contract supports MIA's role as a leading global airport while contributing to the sense of place at MIA and is projected to generate \$17 million in revenues to the County over the life of the contract. This agreement will replace the existing month-to-month lease currently held by Airball, ensuring continuity of operations and maintaining the presence of this popular, locally-branded retail concept.

MIA is America's second-busiest airport for international passengers, boasting a lineup of over 90 air carriers, serving 1,000 daily flights, and processing over 152,000 travelers daily. In 2025, MIA processed 55.3 million passengers, with approximately 45% of passengers traveling internationally. MIA offers more flights to Latin America and the Caribbean than any other U.S. airport; it primarily serves as the vital connection point between the U.S. and these regions. MIA's vision is to become a global airport of choice that offers customers a world-class experience.

Recommendation

It is recommended that the Board of County Commissioners (Board) waive competitive bidding procedures pursuant to Section 2-8.1(b)(1) of the Miami-Dade County Code (Code), by a two-thirds vote of the Board members present, and award a non-competitive revenue-generating contract, *Contract No. BW-10479, Airball Sports II, LLC Lease and Concession Agreement*, to Airball with projected revenue of \$17,000,000 for an eight-year term with one, two-year option to renew for MDAD. This contract will replace *Contract No. R-1110-11* approved by the Board via Resolution No. R-1110-11 on December 19, 2011.

Background

This contract provides for a Miami-Heat branded retail store located in Concourse D at MIA and brings a unique, local professional sports franchise merchandising concept to MIA that enhances the airport's sense of place. The store offers a full assortment of Miami Heat-licensed merchandise including team-licensed gear, jerseys, and novelty items year-round, distinguishing it from other retailers that carry limited team items primarily during the NBA season. The Miami Heat store is also fully branded and acts as an attraction point at MIA which draws sports fans.

This contract provides for the continued financing, management, operation and maintenance of a Miami Heat retail store at MIA. The contract requires that Airball pay the County the greater of either ten percent (10%) percent of gross revenues earned at its location or the prevailing Class VI Terminal rental rate for the lease of the location.

Market Research did not identify any other vendors who would be authorized to operate a Miami Heat-licensed retail store. Airball is the only vendor authorized to operate a Miami Heat franchise retail store at MIA. Unlike other retailers who may sell a selection of Miami Heat items, the sole focus of this store is offering a full range of Miami Heat licensed merchandise year-round. As such, approval of a bid waiver in lieu of a competitive process is recommended. Accordingly, it is in the County's best interest to award this bid waiver contract pursuant to Section 2-8.1(b)(1) of the Code for the provision of a Miami Heat-licensed merchandise retail concession.

Scope

Miami International Airport is located within District 6, which is represented by Commissioner Natalie Milian Orbis; however, the impact of this item is countywide in nature.

Fiscal Impact/Funding Source

There is a positive fiscal impact to the County for the initial eight-year term of \$13,600,000. Should the County choose to exercise, at its sole discretion, the one, two-year option to renew, the estimated cumulative value will be \$17,000,000. The projected revenue is based on the vendor providing a percentage fee of 10% of gross revenues earned. The current contract requires a percentage fee of 8% of gross revenues earned and is currently continuing on a month-to-month basis.

Department	Projected Revenue	Funding Source	Budgeted	Contract Manager
MDAD	\$17,000,000	Revenue Generating	FY 2025-26 Adopted Budget, Volume 3, Page 203, Contractual Services	Sylvia Novela
Total	\$17,000,000			

Track Record/Monitor

Marie Williams of the Strategic Procurement Department (SPD) is the Procurement Contracting Manager.

Delegated Authority

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

Vendor Recommended for Award

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Airball Sports II, LLC	201 S. Biscayne Blvd, Ste 800 Miami, FL	Same	10	Eric S. Woolworth
			91%	

*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.

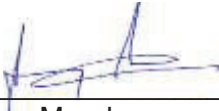
Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or 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. There were no adverse findings relating to contractor responsibility.

Pursuant to Resolution No. R-252-25, efforts were made to identify any potential piggybacking opportunities prior to considering a non-competitive acquisition. There are no comparable competitive contracts identified that meet the scope of services required by the County.

Applicability of Ordinances and Contract Measures

- The two percent User Access Program does not apply.
- The Small Business Enterprise measures and Local Preference do not apply.
- The Living Wage Ordinance applies.



Jimmy Morales
Chief Operating Officer



MEMORANDUM

(Revised)

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

DATE: September 1, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

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
- ☒ Requires more than a majority vote (i.e., 2/3's present ☒, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) ____) 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.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING WAIVER OF COMPETITIVE BIDDING PROCEDURES PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1(B) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT AND AWARD A NON-COMPETITIVE REVENUE-GENERATING CONTRACT, CONTRACT NO. BW-10479, AIRBALL SPORTS II, LLC LEASE AND CONCESSION AGREEMENT, TO AIRBALL SPORTS II, LLC WITH PROJECTED REVENUE OF \$17,000,000.00 FOR AN EIGHT-YEAR TERM WITH ONE, TWO-YEAR OPTION TO RENEW FOR THE MIAMI-DADE AVIATION DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION, RENEWAL OR EXTENSIONS, PURSUANT TO SECTION 2-8.1(B) 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 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 finds it is in the best interest of Miami-Dade County to waive competitive bidding procedures pursuant to section 5.03(D) of the Home Rule Charter and section 2-8.1(b) of the County Code by a two-thirds vote of the Board members present and award a non-competitive revenue-generating contract, Contract No. BW-10479, Airball Sports II, LLC Lease and Concession Agreement, in substantially the form attached and made a part hereof, to Airball Sports II, LLC with projected revenue of \$17,000,000.00 for an eight-year term with one, two-year option to renew for the Miami-Dade Aviation Department.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to exercise all provisions of the contract, including any cancellation, renewal, 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	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of September, 2026. 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.

A handwritten signature in black ink, appearing to read "DMM", written over a horizontal line.

David M. Murray

**LEASE AND CONCESSION
AGREEMENT
BY AND BETWEEN
MIAMI-DADE COUNTY, FLORIDA
AND
AIRBALL SPORTS II, LLC
CONCESSIONAIRE
AT
MIAMI INTERNATIONAL AIRPORT**

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Exhibit N: Implementing Order 3-58 – First Source Hiring Referral Program (link provided)	
Exhibit O: Common Carrier or Contracted Carrier Attestation Form	

* The executed copies of the Affidavits and Condition of Award Certificates will be attached as Exhibit H.

DEFINITIONS

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

The term “**Agreement**” shall mean this Lease and Concession Agreement including all exhibits and attachments thereto and a part thereof entered into by the County and the Concessionaire.

The term “**Airport**” shall mean Miami International Airport.

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

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

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

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

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

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

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

Program. The Concessionaire will implement an equitable and reasonable formula to calculate and allocate this fee among relevant Sub-tenants (if applicable).

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

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

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

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

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

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

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

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

The term “**Lease Effective Date**” shall mean ten (10) days after attestation by the Clerk of the Board.

The term “**Living Wage**” shall mean those wages paid to the Concessionaires employees pursuant to Section 2-8.9 of the Code of Miami-Dade County, and Administrative Order No. 3-30, as amended. The Concessionaire shall also ensure that its subcontractors comply with the order in respect to their employees.

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

The term “**North Terminal**” shall mean the area of the terminal building and concourses, within the north part of the terminal area, landside or airside previously known as Concourses A-D.

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

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

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

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

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

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

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

**LEASE AND CONCESSION AGREEMENT
FOR A NON-EXCLUSIVE RETAIL CONCESSION
AT
MIAMI INTERNATIONAL AIRPORT**

THIS LEASE AND CONCESSION AGREEMENT is made and entered into as of this _____ day of _____, 20 _____, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida and **AIRBALL SPORTS II, LLC** (“Concessionaire”), a Florida Corporation authorized to do business in the State of Florida.

RECITALS:

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

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

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

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

ARTICLE 1 – TERM, EXTENSION AND LOCATION

1.01 TERM: The Department hereby leases to the Concessionaire the Location, Exhibit A, commencing upon the Lease Effective Date of this Agreement; and shall expire at 11:59 o’clock P.M. on the eighth (8th) year. The Agreement is subject to subsequent long term lease approval by the Federal Aviation Administration (FAA); in the event that the FAA determines that this lease is (1) both a long-term exclusive lease and (2) such lease is not approved by the FAA, the term of this Lease shall be deemed to be five years from the Lease Effective Date. In no event shall this Agreement afford Concessionaire or any other party any right to use or occupy the Location (or any part thereof) after the expiration, or termination of this Agreement.

1.02 EXTENSION: At the sole discretion of the County, the initial eight (8) year Term may be extended for a maximum of a one (1), two (2) year term provided the extension is mutually agreed to by the County and the Concessionaire in writing.

In the event the County elects to extend the Agreement, the Concessionaire shall be notified, in writing, no less than one hundred twenty (120) Days prior to the expiration of the Term. The Concessionaire may elect not to agree to the extension, and, if so, must notify the Department thirty (30) Days after receipt of written notification by the Department to extend

the Agreement. In the event the Department does not give such notice, the Agreement shall expire accordingly.

In the event the Concessionaire is in default, pursuant to **Article 12 “Default and Termination by County”** of the Lease and Concession Agreement beyond applicable grace and cure periods, the County shall not exercise its rights to extend the Agreement.

1.03 LOCATION: The Department hereby provides the Concessionaire the Location as depicted in Exhibit A, Location.

1.04 SUPPORT / STORAGE SPACE: In addition to the Location provided to the Concessionaire in **Sub-Article 1.03 “Location”**, the Department may provide Support Space to the Concessionaire. Provision of the Support Space is at the sole discretion of MDAD, and MDAD does not guarantee that Support Space is available, or if available, is suitable for the needs of the Concessionaire. Lack of Support Space shall not excuse the Concessionaire from its obligations under this Agreement. The Concessionaire shall pay monthly rental payments for the support/storage spaces as provided for in **Sub-Article 3.06 “Annual Rental”** and **Sub-Article 3.08 “Annual Rental Rate Adjustment”**.

1.05 NOT USED (STORAGE SPACE)

1.06 COMMON WAREHOUSE SYSTEM: Due to the fact that storage space is limited in this Agreement and such space is separate from the Location(s), should the Concessionaire determine, in its sole discretion, the need to use off-Airport properties for storage space, the Concessionaire shall be entitled through itself, or through an independent third-party contractor, to operate a common logistical support service with respect to the delivery and storage of Sub-tenants’ merchandise, inventory, equipment and supplies to a central commissary warehouse location off of the Airport and the re-delivery of Sub-tenants’ merchandise, inventory, equipment and supplies to each of the Sub-tenants’ Location at the Airport as approved by the Department. The Department may elect to initiate a Common Logistics Program to assist in storage and delivery equipment and supplies in which case a Common Logistics Fee may be assessed to Concessionaire.

In the event of a Department initiated Common Logistics Program, the actual costs incurred to rent any such off-Airport properties for storage and/or the actual costs incurred to rent any such off-Airport properties for storage and the actual costs incurred in the operation of the common logistical support service program (including the purchase or renting of equipment needed to operate such program), as may be determined by the Department from time to time, shall be included in the Common Logistics Fee. The Common Logistics Fee shall be reimbursed to the Concessionaire by its Sub-tenants on a non-discriminatory basis for all similarly situated Sub-tenants. The Concessionaire shall not be entitled to charge Sub-tenants for any of the Concessionaire’s internal administrative expenses in managing the common logistical support service program as part of the Common Logistics Fee. All funds received by Concessionaire as part Common Logistics Fee shall not be included in Concessionaire’s Gross Revenues for any and all purposes of this Agreement. It is recognized by the Department that any such payments by Sub-tenants to the Concessionaire shall not be included in the calculation of the Percentage Fee, if any, from Concessionaire to the Department as provided for in Sub-Article 3.04 “Percentage Fee to the Department”. The Department reserves the right to review the basis of the actual costs and allocation thereof

should the Concessionaire elect to implement a common logistics support service program. The Department also reserves the right to approve such program and require that the Concessionaire impose the Common Logistics Fee in a non-discriminatory manner.

1.07 ADDITION, DELETION AND MODIFICATION OF LOCATION: This Agreement may be administratively revised to reflect any additions, deletions, or modifications to the Location pursuant to the provisions herein. Such revision will include revised exhibits and appropriate changes to the Location in **Sub-Articles 1.03 “Location”, 1.04 “Support/Storage Space”** and total payments due the Department in accordance with **Article 3, “Rentals, Payments and Reports”** and **Article 2 “Use of Location”**.

A. ADDITION OF LOCATION: If at any time after the Lease Effective Date, the Department, at its sole discretion, identifies any additional Location for concession development comparable to the concept categories in this Agreement, the Department may, but is not required to, offer such additional Location to the Concessionaire upon written notification. The Concessionaire will have thirty (30) Days to submit a written response accepting or rejecting the additional Location..

B. ADDITION OF TEMPORARY LOCATION: NOT USED

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

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

1.08 NON-EXCLUSIVITY: This Agreement is non-exclusive in character and in no way prevents the Department from entering into an agreement with any other parties for the sale or offering of competitive services, products, or items by other Concessionaires and/or others in other locations at the Airport during the Term, and any Extension of this Agreement.

1.09 CONDITION OF THE LOCATION: CONCESSIONAIRE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE DEPARTMENT IS LEASING ALL LOCATION TO THE CONCESSIONAIRE ON AN “AS IS” BASIS AND THAT THE CONCESSIONAIRE IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE DEPARTMENT OR ITS AGENTS, AS TO ANY MATTERS CONCERNING THOSE LOCATION including: (i) the quality, nature, adequacy and physical condition and aspects of the Location, including utility systems; (ii) the existence, quality, nature, adequacy and physical condition of utilities serving the Location; (iii) the development potential of the Location, the use of the Location, and the habitability, merchantability, or

fitness, suitability, value or adequacy of the Location for any particular purpose; (iv) the zoning or other legal status of the Location or any other public or private restrictions on use of the Location; (v) the compliance of the Location or its operation with any applicable laws, regulations, statutes, ordinances, codes, covenants, conditions, and restrictions of any governmental or quasi-governmental entity or of any other person or entity; (vi) the presence of hazardous materials or industrial wastes on, under or about the Location; (vii) the quality of any labor and materials used in any improvements on the Location; (viii) the condition of title to the Location; (ix) the agreements affecting the Location; and (x) the Proposal submitted by Concessionaire to the Department, including any statements relating to the potential profitability of such Proposal. Concessionaire represents and warrants that it has made an independent investigation of all aspects of its Proposal contemplated by this Agreement. Except as specifically provided in this Agreement, the Concessionaire has satisfied itself as to such suitability and other pertinent matters by the Concessionaire's own inquiries and tests into all matters relevant in determining whether to enter into this Agreement. The Concessionaire accepts the Location in their existing condition, and hereby expressly agrees that if any remediation or restoration is required in order to conform the Location to the requirements of applicable law, the Concessionaire assumes sole responsibility for any such work.

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

- 1.10 CAPITAL IMPROVEMENT PROGRAM:** The Capital Improvement Program (CIP) involves the refurbishment of terminal interiors, airline relocations, changes in access to the terminal and concourses, construction of new concession Location, and other improvements that may affect concession operations in the terminal building and on the concourses and access at the curbside or on the airfield. The CIP may affect the operation of the Location, and **THE DEPARTMENT NEITHER MAKES NOR IMPLIES ANY WARRANTIES AS TO THE EFFECT OF SUCH CAPITAL IMPROVEMENT PROGRAM ON SAID OPERATIONS DURING THE TERM AND ANY EXTENSION OF THIS AGREEMENT.**
- 1.11 ADDITIONAL CONCESSION DEVELOPMENT:** Concessionaire understands that the Department has the unilateral right to and may engage additional concessionaires during the term of this Agreement, including concessionaires providing goods and services similar to those provided by Concessionaire, and potentially including competing concessions near to Locations authorized in this Agreement. The County shall not be liable for any decrease in profitability or increase in costs to Concessionaire on account of same, nor shall such causes relieve Concessionaire of its obligations under this Agreement.
- 1.12 SENSE OF PLACE:** The Concessionaire shall use reasonable efforts to ensure that concession concepts and product offerings reflect the unique local attributes and culture of Miami-Dade County and South Florida.

ARTICLE 2 – USE OF LOCATION

- 2.01 LOCATION:** The Location as referenced in Exhibit A, shall be used solely for their assigned and approved concept category. Failure to maintain the concept category pursuant to **Article 2 “Use of Location”** may result in Damages as indicated in **Sub-Article 3.23 “Damages”**.
- 2.02 USE OF LOCATION:** The Concessionaire shall have the right, privilege, and obligation to develop, lease, market and manage to operate and maintain the Location, depicted in Exhibit A, for the purpose of establishing high quality, state of the art retail concession for the retail sale of specialty licensed Miami HEAT, NBA and NBA member team sports and novelty apparel, jewelry, equipment and memorabilia general basketball related merchandise and apparel jerseys and other novelty apparel with basketball player names and jersey numbers; Miami HEAT basketball tickets and other related event tickets; athletic shoes; electronics; and sports performance and energy drinks, water and snack bars as approved by the Department. If a Concessionaire is in violation of any law, rule, or regulation, the County may require Concessionaire to comply with same, irrespective of the failure of an Authority Having Jurisdiction to issue a citation, notice to cure, or other advisory document.
- 2.03 CONCESSIONAIRE SERVICES AND SALES RIGHTS:** The Concessionaire shall not allow any services or the sale of any item or product not specifically covered by the categories approved in this Agreement. Any such sales by the Concessionaire of services, products, or items not specifically approved herein, in writing by the Department, may constitute a violation. In the event of such a violation, the Concessionaire shall discontinue or cause its Sub-tenants to discontinue the sale or service of the unapproved product immediately, upon written notice from the Department. Failure by Concessionaire to discontinue such sales within twenty-four (24) hours shall subject the Concessionaire to Damages pursuant to **Sub-Article 3.23 “Liquidated Damages”**.
- 2.04 NOT USED (NEW CONCEPTS):**
- 2.05 SCOPE OF SERVICES:** The Concessionaire hereby agrees that it will finance, develop, design and construct, operate and maintain the Location(s) depicted in Exhibit A, “Location” (awarded in “As-Is” condition), for the purpose of establishing high quality, state of the art retail concession as approved by the Department. Its responsibilities are further defined but not limited to the following:
- A. Financing:**
- i. Finance the design, construction and build out of the Location depicted in Exhibit A, Location.
 - ii. The Concessionaire shall provide any and all financing required to meet its obligations under this Agreement. The financing required by the Concessionaire may be provided through private debt or equity, for the anticipated costs of the Concession Program including reasonable reserves to address construction, design and operation lifecycle replacement and contingencies. The Concessionaire shall not be authorized to mortgage, pledge, or assign the Concession Program or any of the Concessionaire’s interests under the Concession Program to obtain financing without the County’s express written approval. Concessionaire may not use the full faith and credit of the County to secure financing.

B. Development Requirements:

- i. Convey or reflect the character of the South Florida Region, Miami-Dade County, its residents, and/or Miami International Airport in its interior design concept which fulfills the concept category in such a manner consistent with food and beverage operating standards employed by a first-class airport.
- ii. The Concessionaire shall design a concession program to fulfill the concept category and submit initially and thereafter a merchandising and layout plan identifying the product categories within each Location. The Concessionaire will be responsible for updating the store layout plan and merchandising plan no less than annually or as necessary throughout the Term, and any Extension of this agreement, providing suggestions as needed for Sub-Tenant (if applicable) for the concept for consideration by the Department.

C. Design and Construction Coordination:

- i. Design and construct (build out) the Location in accordance with Article 4, Improvements to the Location.

D. Management

The Concessionaire shall:

- i. Design a concession program fulfilling the concept category and submit a merchandising plan initially and for annual review until expiration of the Agreement identifying the product categories for each Location. The Concessionaire will review the store layout plan no less than annually and update the store layout as necessary throughout the Agreement.
- ii. Manage the Location in a way that maximizes the highest and best use and financial return to the Department.
- iii. Monitor and enforce compliance with the terms and conditions of the Draft Form of Agreement, including but not limited to the clauses, customer service, insurance, pricing, capital expenditures, quality of merchandise, hours of operation, detailed reporting of number and type of sales transactions, payment of fees to MDAD, rent, and company brand signage.
- iv. Function as operations liaison between the Department, governmental agencies, and others.
- v. Maintain permanent records for each Location leased.
- vi. Maintain electronic records on a commercially available property management software program acceptable to MDAD. Programs and all data collected shall be available to MDAD on-line (digital and electronic).
- vii. Develop, maintain, and make available, if requested, all files, to include copies of licenses, permits, insurance certificates, and letters of credit.
- viii. Provide from time to time, as requested by the Department, annual financial statements demonstrating its financial capacity to perform its obligations under the terms of the Agreement.

E. Operations

The Concessionaire shall:

- i. Provide quality control audits and reports, including compliance with the market basket pricing policy in accordance with contract requirements, cleanliness of the Location (including sanitation plan), timeliness of service or quality of the products.
- ii. Generate and provide the Department monthly revenue reports and such other financial and management reports as are usual and customary in sophisticated airport concession management programs. Prepare other reports and analysis as may be requested periodically by MDAD, including number of transactions per hour, average sales per transaction, and sales per product category.
- iii. Develop annual revenue projections by month for the Location, to be updated on a regular basis.
- iv. Provide on-site staff with performing daily functions as required by the Scope of Services and the Standards of Operations identified in Article 5, subject to acceptance by MDAD.
- v. Ensure compliance with MDAD's and other governmental agency identification badging requirements.
- vi. Implement any new policies, procedures, and operational directives as issued from time to time by MDAD.
- vii. Ensure payment is submitted with the Monthly Report of Transactions to MDAD.
- viii. Respond to customer complaints within 24 hours. Ensure customer service program compliance. The Concessionaire will submit its/their customer service-training program within thirty (30) Days of the Lease Effective Date of the Agreement, for the Department's review and approval.
- ix. Maintain a sufficient inventory to minimize stock-outs and ensure the quality and freshness of products offered. Under no circumstances shall the Concessionaire sell products after their expiration date.
- x. Participate and offer to the public their goods and services through the MIA2GO app. The MIA2GO app is the designated platform for Airport patrons to purchase goods and services online. The required MIA2Go hardware will be funded and provided to Concessionaire through MDAD's marketing program.

F. Maintenance

The Concessionaire shall:

- i. Maintain or cause to maintain the Location pursuant to MDAD standards, which may be promulgated from time to time.
- ii. Coordinate and maintain general oversight of deliveries of goods and products for the concession operations from any designated on or off-Airport storage area.
- iii. Take corrective action as necessary to maintain the Location within acceptable conditions, as required by MDAD.
- iv. Always keep the Location in a clean and orderly condition and appearance, including all equipment, fixtures and any personal property

G. Customer Service

In an effort to support MIA's commitment to world-class customer service, a virtual program was developed to enhance the customer service skills of MIA employees and

concessionaires. Concessionaires' personnel shall be required to complete the virtual training as part of their vetting process at MIA.

The Concessionaire shall:

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

H. Staffing Requirements

The Concessionaire shall:

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

I. Monitoring and Inspections

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

J. Cash Register/Point-of-Sale System

The Concessionaire shall utilize its own cash register/point-of-sale system for sales transactions which shall produce daily sales totals for reporting gross revenues and be able to provide a monthly reconciliation of daily sales in a format approved by MDAD.

In addition, provide multiple payment options to customers, including cash, credit card and debit card payments, and remain in compliance with the Payment Card Industry (PCI) Security Standards published by the PCI Security Standards Council in effect and at all times. Refer to Articles 3.27 and 3.28. All reports generated by the system shall be in real-time access and in a format that is searchable (i.e. Excel file, Word, etc.)

K. Security Plan

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

2.06 NOT USED (ANNUAL MARKETING PLAN SUBMISSION)

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

ARTICLE 3 – RENTALS, PAYMENTS, AND REPORTS

3.01 NOT USED (MINIMUM ANNUAL GUARANTEE):

3.02 NO NEGOTIATIONS OR ADMINISTRATIVE MODIFICATIONS:

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

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

3.03 NOT USED (RECALCULATION OF THE MINIMUM ANNUAL GUARANTEE)

3.04 PERCENTAGE FEE TO THE DEPARTMENT: As consideration for the privilege to engage in business at Miami International Airport, the Concessionaire shall pay the Department the greater of (a) the percentage of Gross Revenues Concessionaire earns at its respective Location per the Agreement ("percentage fee") or (b) the prevailing Class VI Terminal rental rates for the lease of the Location(s) whichever is greater. The monthly percentage fee shall be due on the first (1st) day of the month following the month during which the monthly gross revenues were received or accrued. Percentage fees are non-taxable.

The Monthly Percentage Fee payments to the Department shall commence upon the Beneficial Occupancy for the Location.

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

3.05 CONCESSIONS CATEGORY PERCENTAGE FEE: The Concessionaire shall pay the Department a Percentage Fee of **ten percent (10%) of Gross Revenues**.

3.06 ANNUAL RENT: The Concessionaire shall be required to pay the prevailing Class VI Terminal rental rates of the Location (s), prorated and payable in equal monthly installments in U.S. funds, on the first day of each and every month.

The Concessionaire shall be required to pay the prevailing Class VI Terminal rental rates for Support Space, which includes administrative and/or support space. Payments shall commence on the Beneficial Occupancy date.

3.07 ANNUAL RENTAL RATE ADJUSTMENT: On October 1st of each year of the Agreement, the cost based rental rates, pursuant to **Sub-Article 3.06, "Annual Rental"**, applicable to the Location, support space and storage space rented hereunder, shall be subject to recalculation and adjustment in accordance with the policies and formulae approved by the Board of County Commissioners, as may be amended from time to time. When such adjusted rental rates are established, this Agreement shall be considered and deemed to have been administratively amended to incorporate such adjusted rental rates, effective as of such October 1st date. Such adjusted rental rates shall be reflected in the letter amendment. Payments for any retroactive rental adjustments shall be due upon billing by the Department and payable within ten (10) Days of same.

3.08 COMMON WAREHOUSE LOGISTICS FEE: In the event the Department initiates a Common Logistics Program the actual costs incurred to rent any such off-Airport properties for storage and the actual costs incurred in the operation of the common logistical support service program (including the purchase or renting of any equipment needed to operate such program), as may be determined by the Department and/or Concessionaire from time to time, shall be included in the Common Logistics Fee. The Department also reserves the right to either itself impose or require that the Concessionaire impose the Common Logistics Fee in a non-discriminatory manner within store categories. In the event the County elects to implement such fee, the Concessionaire shall be notified, in writing, no less than ninety (90) Days prior to the implementation of such fee.

3.09 CONCESSION MARKETING FEE: A concession marketing fee of one half (1/2) of one percent (1%) of Gross Revenues will be assessed annually to be paid to the Department monthly, beginning the month following the first Location opening, on the tenth (10th) day of each month to be used for marketing the concessions at the Airport.

Mobile App Participation: Food and Beverage Concessionaires shall be required to participate in the Departments food ordering mobile app program, as may be amended from time to time. Other non-food and beverage Concessionaires shall have the option to participate at their own discretion. Costs for hardware/software and implementation shall be paid by the Department through the Concession Marketing Fee; Concessionaire shall provide access to its systems and operations such that implementation can be achieved.

3.10 NOT USED (MAG PERFORMANCE BOND):

3.11 TAXES: The Concessionaire shall be solely responsible for the payment of all applicable taxes, levied upon the fees and other charges payable by the Concessionaire to the Department hereunder, whether or not the same shall have been billed or collected by the Department, together with any and all interest, Damages and charges levied thereon. The Concessionaire hereby agrees to indemnify the County and Department and hold it harmless from and against all claims by any taxing authority that the amounts, if any, collected from the Concessionaire and remitted to the taxing authority by the Department, or the amounts, if any, paid directly by the Concessionaire to such taxing authority, were less than the total amount of taxes due, and for any sums including interests and Damages payable by the Department as a result thereof. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

3.12 REPORTS OF GROSS REVENUES: On or before the tenth (10th) Day following the end of each month throughout the Term and any Extension of this Agreement, the Concessionaire shall furnish to the Department, a Statement of Monthly Gross Revenues, using Exhibit I "Monthly Report of Gross Revenues". The report shall list each Location under this Agreement, together with any percentage fee due to the Department pursuant to **Sub-Article 3.04 "Percentage Fee to the Department"**. The Concessionaire shall certify as to the accuracy of such Gross Revenues in such form as shall be prescribed by the Department. The Department may modify from time to time, the form of reporting upon not less than thirty (30) days written notice to the Concessionaire. The statement must be signed by an officer (if the Concessionaire is a corporation), partner (if a partnership), or owner (if a sole proprietorship) of the Concessionaire and identify all Gross Revenues by Location reported

to the Concessionaire during such month. Failure to provide the Monthly Report of Gross Revenues by the tenth (10th) day shall result in a late fee damage of One Hundred Dollars (\$100.00) per Day, as provided in **Sub-Article 3.23 “Liquidated Damages”**.

- 3.13 OTHER REPORTS:** The Concessionaire shall provide the Department with financial data and operating statistics in a format and frequency specified by the Department, and the Department shall provide no less than thirty (30) days written notice of the format and frequency required for said financial data and operating statistics.
- 3.14 LATE PAYMENT:** In the event the Concessionaire fails to make any payments as required to be paid under the provisions of this Agreement within ten (10) business days of the due date, delinquency charges established by the Board will be imposed. Such rate is currently 1½% delinquency charge per month.
- 3.15 DISHONORED CHECK OR DRAFT:** In the event the Concessionaire delivers a dishonored check or draft to the Department in payment of any obligation arising under this Agreement, the Concessionaire shall incur and pay a service fee of TWENTY-FIVE DOLLARS (\$25.00), if the face value of the dishonored check or draft is fifty dollars (\$50.00) or less, THIRTY DOLLARS (\$30.00) if the face value of the dishonored check or draft is more than fifty dollars (\$50.00) and less than three hundred dollars (\$300.00), or FORTY DOLLARS (\$40.00), if the face value of the dishonored check is three hundred dollars (\$300.00) or more, or five percent (5%) of the face value of such dishonored check or draft, whichever is greater, plus Damages imposed by law. Further, in such event, the Department may require that future payments required pursuant to this Agreement be made by cashier’s checks or other means acceptable to the Department.
- 3.16 ADDRESS FOR PAYMENTS:** The Concessionaire shall pay all monies payable and identify the Lease and Concession Agreement for which payment is made, as required by this Agreement, to the following:
- By Mail:** Miami-Dade Aviation Department
Finance Division
P.O. Box 592624
Miami, Florida 33152-6624
- By Express Mail:** Miami-Dade Aviation Department
Finance Division
4200 N.W. 36th Street
Building 5A, Suite 300
Miami, Florida 33122
- By Wire Transfer:** In accordance with Wire Transfer instructions provided by MDAD’s Finance Division, 305-876-7383.
- By Online Payment:** Via the MIA-Pay website (www.miami-airport.com) by setting up user and password with an accurate invoice number.
- 3.17 REVENUE CONTROL PROCEDURES:** Notwithstanding anything to the contrary contained herein, the Concessionaire shall comply with such revenue control procedures as

may be established from time to time by the Department. The Department shall provide the Concessionaire with at least thirty (30) days' prior written notice together with a copy of such revenue control procedures prior to requiring the Concessionaire to implement any such revenue control procedures.

3.18 ANNUAL AUDIT: Within one hundred and eighty (180) days of each anniversary of the Lease Effective Date of this Agreement and within one hundred and eighty (180) days following expiration or earlier termination of this Agreement, the Concessionaire shall, at its sole cost and expense, provide to the Department on an annual basis, an audited report of monthly Gross Revenues and percentage fees containing an opinion, prepared and attested to by an independent certified public accounting firm, licensed in the State of Florida. The audited report, as detailed in **Exhibit G “Independent Audit Report”**, shall include a schedule of monthly Gross Revenues and percentage fees paid to the Department under this Agreement, prepared in accordance with Generally Accepted Auditing Standards. The report shall also be accompanied by a management letter containing the findings discovered during the course of the examination, recommendations to improve accounting procedures, revenue, and internal controls, as well as significant matters under this Agreement. In addition, the audit shall also include as a separate report, a comprehensive compliance review of procedures to determine whether the books of accounts, records and reports were kept in accordance with the terms of this Agreement for the period of examination. Each audit and examination shall cover the period of this Agreement. The last such report shall include the last day of operation. There shall be no changes in the scope of the reports and letters required hereunder without the specific prior written approval of the Department. If such schedules indicate that the percentage fees for such period audited have been underpaid, the Concessionaire shall submit payment therefore within forty-five (45) days after the completion of the reports to the Department as stated in **Sub-Article 3.17 “Address for Payments”** together with interest on any underpaid percentage fees at the rate set forth in **Sub-Article 3.15 “Late Payment”**.

3.19 RIGHT TO AUDIT/INSPECT: The Department and the auditors of the County shall have the right, without limitation, at any time during normal working hours, to enter into any locations on or off the Airport, which the Concessionaire may use as administrative, maintenance and operational locations, in connection with its operations pursuant to this Agreement, to: (1) verify, check and record data used in connection with operation of this Agreement; (2) inspect, review, verify and check all or any portion(s) of the procedures of the Concessionaire for recording or compiling Gross Revenues information and (3) audit, check, inspect and review all books of account, records, financial reports, financial statements, operating statements, inventory records, and state sales tax returns, and work papers relating to operation of this Agreement, and other pertinent information as may be determined to be needed or desirable by the Department. Prior to entering any Location located on the Airport, the Department shall give advance notice to the Concessionaire.

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

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

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

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

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

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

Such records may be in the form of (a) electronic media compatible with the computers available to the Department, or (b) a computer-run hard copy. The Department may require other records necessary in its determination to enable the accurate audit of Concessionaire's Gross Revenues hereunder. Upon ten (10) business days written notice from the Department, all such books and records shall be made available, either at the Location, or at the Department's option, at the offices of the Department, for inspection

by Department through its duly authorized representatives at any time for up to three (3) years subsequent to final termination of the period to be examined to which such books and records relate (and the Concessionaire shall not be obligated to retain such books and records subsequent to the termination of such three (3) year period); provided, however, that any such inspection on the Location will be conducted during reasonable business hours and in such a manner and at such time as not to interfere unduly with the conduct of the Concessionaire's business.

- 3.21 ADDITIONAL FEES DUE:** If the Department has paid any sum or has incurred any obligation or expense for which the Concessionaire agreed to pay or reimburse the Department, or if the Department is required or elects to pay any sum or incur any obligation or expense because of the failure, neglect or refusal of the Concessionaire to perform or fulfill any of the terms or conditions of this Agreement, then the same shall be deemed due and subject to an additional administrative fee of twenty-five percent (25%) of such payment, obligation, or expense.
- 3.22 UTILITIES:** The cost of all utilities used or consumed on the Location shall be borne by the Concessionaire; provided, however, except with respect to the Concessionaire's support and storage space as defined in **Sub-Articles 1.04 "Support/Storage Space"** at the Airport. The Department requires the Concessionaire, where such capability exists, to provide and install or cause to provide and install meters for utilities used at the Concessionaire's expense. If the Location are not provided with separate electric, gas, and/or water meters, the Concessionaire agrees to pay for such utilities in the Location as a monthly charge, plus any applicable taxes, upon billing by the Department, or utility companies. If billed by the Department, the Department at its sole discretion, will base this monthly charge on (i) a survey of consumption by the Department and current non-discriminatory rates charged others in the Terminal building or (ii) at the option and expense of the Concessionaire on actual usage measured by temporary meters, arranged and paid for by the Concessionaire. This monthly charge may also be adjusted on a non-discriminatory basis and billed retroactively from time to time based on changes in consumption and rates. Concessionaire hereby agrees to pay the same within thirty (30) Days after it has received Department's invoice thereof. The Concessionaire shall pay for all other utilities used by it including telephone and telephone service hook-up, data lines and additional electrical and communications services required.
- 3.23 LIQUIDATED DAMAGES:** If Concessionaire defaults under any of the covenants or terms and conditions, of this Agreement, Department shall impose the financial Damages described below, as a result of the violation(s), on a daily basis, in addition to any other Damages permissible by law and/or pursuant to the provisions of this Agreement, until said violations are remedied:

Failure to Comply with Performance Standards

A. Violations. Concessionaire acknowledges the Department objective to provide the public and air travelers with the level and quality of service as described herein. Provision of substandard quality concessions impacts the Airport's commercial reputation and commercial goodwill. Accordingly, the Department may assess, in its sole discretion, as liquidated damages for various violations of the provisions of this Agreement, the Standards of Operation, the Tenant Handbook, and/or Department Rules and Regulations or Operating Directives. The Concessionaire and Department

agree that the liquidate damages set forth herein are reasonable, and the Concessionaire further agrees to pay to the Department such damages in accordance with the rates or in the amounts specified herein upon each occurrence of the specified violation and upon written demand by the Department. The Department will, in its sole discretion, determine the classification of each per day or per occurrence. Concessionaire further acknowledges that the damages herein are not exclusive remedies, and the Department may pursue other remedies as allowed for in this Agreement and at law, in Department sole discretion. The Department's waiver of any liquidated damage provided for in this Section shall not be construed as a waiver of the violation or Concessionaire's obligation to remedy the violation.

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

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

Violation	Fee
Security Infractions	\$500 per Day/per Location
Health Code Violations	\$500 per Day/per Location
Violation of Permitted Use of a Location	\$100 per Day/per Location
Operational Deficiencies	\$100 per Day/per Location
Pricing Policy Infraction	\$100 per Day/per Location
Late Pricing Survey	\$100 per Day/per Location
Failure to Maintain Required Hours of Operation	\$100 per hour/per Location
Failure to Submit Required Documents and Reports	\$100 per Day/per Report
Unauthorized Advertising/Product Sale	\$100 per Day/per Location per item.
Failure to Maintain Location clean	\$100 per Day/per Location
Installation of Unapproved Items in Location	\$100 per Day/per Location per item.
Violations of other terms and conditions	\$100 per Day/per Location

The foregoing is due and payable from the Concessionaire.

3.24 PAYMENT SECURITY: Within thirty (30) Days of the Lease Effective Date of this Agreement, the Concessionaire shall provide the Department a Security Deposit in the form of a Performance Bond, irrevocable standby letter of credit or cash security to guarantee payment of the Annual Rent for the Location, and if any, of rental for the lease of support spaces, and any taxes applicable. If a Performance Bond is chosen, it shall be a surety bond. Concessionaire shall keep such Security Deposit in full force and effect during the Term and any Extension of this Agreement, as applicable, and thereafter until all financial obligations, reports or other requirements of this Agreement are satisfied. Any such form of security instrument shall be endorsed as to be readily negotiable by the Department for the payments required hereunder. Any Performance Bond or other security instrument used shall be effective for the current year of operation with automatic renewal for each of the remaining years under this Agreement, including any extensions naming the County as obligee and issued by a surety company or companies in such form as approved by the County Attorney. The amount of the Security Deposit shall be equal to **fifteen percent (15%) if Concessionaire provides a letter of credit or cash, or twenty-five percent (25%) if providing a Performance Bond** of total rent and applicable taxes for the lease of Location(s) and support spaces paid in the immediate prior fiscal year. Thereafter, the amount of the Security Deposit shall be adjusted as necessary to reflect any increase or decrease in the Annual Rent and lease of support space(s).

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

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

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

- B. Surety companies not otherwise qualifying with this paragraph may optionally qualify by:
- 1) Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and

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

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

- C. For bonds in excess of \$500,000 the above provisions will be adhered to, plus the surety insurer must have been listed on the U.S. Treasury list for at least three consecutive years or currently hold a valid Certificate of Authority of at least 1.5 million dollars and listed on the Treasury list.
- D. The attorney-in-fact or other officer who signs the bond for a surety company must file with such bond a certified copy of his/her power of attorney authorizing him/her to do so.

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

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

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

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

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

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

The Concessionaire shall provide business continuity in the event of a major disruption, disaster or failure. Contractor will contact the County's Chief Security Officer immediately

to advise of any breaches in security where card data has been compromised. In the event of a security intrusion, the Concessionaire shall provide, at no cost to the County, a PCI representative, or a PCI approved third party with full cooperation and access to conduct a thorough security review. The review will validate compliance with the PCI Data Security Standard for protecting cardholder data. The Concessionaire shall properly dispose of sensitive cardholder data when no longer needed and shall treat all cardholder data as confidential, including after the expiration of this Agreement. Concessionaire shall provide MDAD documentation showing PCI Data Security certification has been achieved. Concessionaire shall advise MDAD of all failures to comply with the PCI Data Security Requirements. Failures include but are not limited to system scans and self-assessment questionnaires and if requested provide a timeline for corrective action.

3.27 PAYMENT CARD INDUSTRY DATA SECURITY COMPLIANCE: The Concessionaire shall comply with the Payment Card Industry Data Security Standards in effect and at all times throughout the term of this agreement.

1. The Concessionaire confirms its knowledge of and commitment to comply by providing the following proof that Concessionaire's devices/applications/processes meet PCI compliance requirements:
 - a) Concessionaire's current annual PCI Compliance certification. The County has the auditing right to request copies of the PCI compliance certifications at a later time.
 - b) During an installation or a major system upgrade the Concessionaire must provide implementation manuals and detailed diagram(s) that show all cardholder data flows across the County's systems and networks.
 - c) Vendor Form – Payment Application(s) – Only applicable to the vendor who is installing the product in County environment.
2. The Concessionaire shall resubmit the aforementioned passing, updated, completed and signed PCI compliance documents annually to the County. Furthermore, the Concessionaire shall update their solution, when required, to remain compliant with all changes to the PCI standards and requirements by the implementation dates mandated by the PCI Data Security Standards Council and remediate any critical security vulnerabilities within thirty (30) days of identification.
3. Sensitive Authentication data and Primary Account number shall not be stored by the vendor application at any point, even if masked. Any other Card holder data should not be stored by the vendor application unless it is absolutely needed for County's operations.
4. POS (Point of Sale) and Retail transactions must be routed directly to Miami-Dade County's merchant provider (ELAVON) and must be Europay, Mastercard and Visa (EMV) compliant. All POS and Retail transactions must be capable of accepting NFC (near field communications) payment methods such as Google Wallet, Apple Pay, Samsung Wallet.
5. Internet transactions must be routed through Miami-Dade County's Internal Payment Gateway (Payment Card and eCheck). Exceptions to using Miami-Dade County's Internal Payment Gateway shall require written justification by Concessionaire, including a cost/benefit analysis, and require written approval by both the Finance Department Director and Chief Information Officer.

6. Proposed systems that fall outside of the requirements stated in this document shall be reviewed by the Enterprise Security Office and subjected to a risk assessment to ensure the system offers sufficient protection of cardholder data. Exceptions shall require written justification by the proposed system's provider, the ESO's risk analysis, and require written approval by both the Finance Department Director and Chief Information Officer.
7. Transactions processed through the Miami-Dade County Internal Payment Gateway are prohibited from accepting/processing PIN numbers for security reasons. Debit card transactions must be processed as credit card transactions. Miami-Dade County provides three (3) basic services that allow Concessionaire applications to interact with its Payment Gateways:
 - a) Web-based Credit Card Transaction Service
 - b) Web-based Automated Clearing House (ACH) (e-Check) Transaction Service.
 - c) Recurring Payment Service (for monthly or yearly recurring payments). This service will allow merchants to develop recurring credit card payments on behalf of their payers. This is a Simple Object Access Protocol (SOAP) Web Service, and Miami-Dade County will provide the service Web Service Definition Language (WSDL) and the necessary documentation. The Recurring Payment Service is PCI-compliant, and all the sensitive credit card data is stored offsite in the County's clearinghouse.

There are two different ways that a merchant customer can handle the Credit Card or ACH (e- Check) transaction processing:

Option #1:

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

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

Option #2:

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

only minor development effort on the vendor side. The vendor will agree on custom fields to be passed to the Miami-Dade County Payment Module via HTTP protocol over TLS 1.2 or higher (only secure connections are accepted; Secure Sockets Layer protocol is not accepted). In turn, the Miami-Dade County Payment Module will collect the payment information and process the transaction via the Miami- Dade County Internal Payment Gateway. Results will be posted back (post back URL is provided by the client application) to the vendor application. This solution will not require the client application to be hosted in Metronet. The Miami-Dade County Payment Module handles all processing and system errors, simplifying the integration effort on the vendor side.

3.28 DEPARTMENT'S TECHNOLOGY INSTALLATION RIGHTS

A. Point of Sale (POS) Technology

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

B. Emerging Technologies and Operational Monitoring

- i. The Department reserves the right to deploy emerging technologies to:
 - a) Monitor hours of operation
 - b) Assess operational compliance
 - c) Collect relevant operational and performance data
 - d) Ensure adherence to the terms of this Agreement
- ii. The Concessionaire agrees to:
 - a) Cooperate fully with the installation and operation of such technologies
 - b) Provide necessary access and support for technology deployment
 - c) Maintain the confidentiality and integrity of any monitoring systems
 - d) Not obstructing or preventing the implementation of approved monitoring technologies

A. Technology Upgrades and Modifications

- i. The Department may, at its discretion, upgrade, replace, or modify POS and monitoring technologies to improve functionality and data collection capabilities.

- ii. The Concessionaire shall facilitate such upgrades and provide reasonable accommodation during implementation.

B. Compliance and Non-Interference

The County shall have the right to access and monitor the live data stream transmitted to the Point of Sale (POS) printers, including authorizing a third-party POS monitoring system to do so, provided it does not materially interfere with the Concessionaire's core business operations. The County is responsible for ensuring that any such authorized third party implements appropriate security measures to mask or redact personally identifiable information (PII) and payment card information (PCI) from the data stream provided to the POS monitoring system, protecting the confidentiality of sensitive data. The County shall discuss the method of accessing the live data stream, whether through a mirrored stream or other technical means, with the Concessionaire. The Concessionaire agrees to reasonably cooperate with MDAD in implementing the chosen access method. The County will not be permitted to any access that violates the confidentiality of Concessionaire's system or data or would be a violation of a brand or other agreement of Concessionaire or would not be PCI compliant.

3.29 CUSTOMER EXPERIENCE FEE

A fee in the amount of one half of one percent (.50%) of Gross Revenue shall be collected by the County and held solely for investment in improving the passenger experience; this may include but is not limited to, improved signage within the Terminals, improved hold room seating, passenger interactive elements, improved hold room lighting, aesthetic improvements, children's play areas, or audio visual displays in the Terminals. The County and Concessionaire believe that increasing dwell time and passenger satisfaction in the Terminals is in the best interests of the Concessionaire and the County.

ARTICLE 4 - IMPROVEMENTS TO THE LOCATION

- 4.01 IMPROVEMENTS TO LOCATION(S):** The Concessionaire shall be required to invest, within three (3) years of the Lease Effective Date, a minimum of Eight Hundred Fifty Dollars per square foot (\$850.00 per SF) for retail concessions, for approved improvements for the design, construction, furniture, fixtures and equipment excluding interior signage and inventory for each Location listed in Exhibit A and any additional location taken by the Concessionaire pursuant to **Sub-Article 1.07(A) "Addition of Location"**. Notwithstanding the actual amount of design and engineering costs incurred with respect to improvements for a Location, the maximum proportion of soft costs permitted to be included as approved improvements shall be no more than fifteen percent (15%) of the total design and engineering cost. All improvements shall be subject to review and approval by the Department. The Department will not provide any Construction Cost Reimbursement nor Rental Credit for any construction element. The Concessionaire is responsible for all build-out costs for bringing electrical, plumbing (greasy waste and water) and mechanical (venting) services to the Location. The Concessionaire shall not be required to make the improvements investment subject to this **Sub-Article 4.01** if the FAA does not approve the initial eight (8) year lease term and the term is reduced to five (5) years from the Lease Effective Date.

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

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

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

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

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

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

4.03 REFURBISHMENT OF LOCATION(S): The Concessionaire shall refurbish the Location(s) to begin no earlier than the sixth (6th) Term year of the Agreement and be completed no later than the last day of the seventh (7th) Term year of this Agreement.

Approved improvements for the refurbishment of the Location(s) shall not be less than two hundred dollars per square foot (\$200 PSF). There will be no reimbursement or amortization of these costs for refurbishment.

Failure by the Concessionaire to comply with the midterm refurbishment of locations pursuant to this **Sub-article 4.03** may result in the Department billing the total required refurbishment costs per square foot. The funds collected shall be placed in escrow by the Department until the Concessionaire satisfies the refurbishment(s).

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

Prior to the commencement of any installation/construction work by the Concessionaire, the Concessionaire shall provide or cause to be provided to the County copies of a fixed price contract or contracts for all work to be performed at the Location(s). The work to be performed under such contract(s) shall be insured by the “Surety Performance and Payment Bond” provided by Concessionaire to the County in the form contained in Exhibit C “Surety Performance and Payment Bond” in this Lease and Concession Agreement. The Surety Performance and Payment bond shall be in full force throughout the term of the installation/construction contract.

- 4.05 IMPROVEMENTS FREE AND CLEAR:** The improvements, upon completion, shall immediately become the property of the County, free and clear of any liens or encumbrances whatsoever, other than the County’s obligation to reimburse the Concessionaire for the unamortized value of the approved improvements as provided in this Agreement and except as otherwise required to allow Concessionaire to depreciate the improvements for tax purposes. The Concessionaire agrees that any contract for construction, alteration or repairing of the improvements or Location(s) or for the purchase of material to be used, or for work and labor to be performed, shall be in writing and shall contain provisions to protect the County from the claims of any laborers, subcontractors or material men against the Location(s) or improvements.

- 4.06 OTHER REQUIREMENTS:** The Concessionaire shall apply for and obtain a building permit from the County for all appropriate inspections and a Certificate of Occupancy upon completion. Within sixty (60) Days following the completion of construction of the improvements, the Concessionaire shall furnish to the County one complete set each of legible prints (black line), of construction drawings in electronic file format and in full compliance with Autodesk’s DWG file format and standard revised as to “as built”. Based upon submission date, the AutoCAD.dwg version must be within two (2) years of the latest release. MDAD will not accept the submission of any AutoCAD drawing deliverable which contains references to external source drawing files. The closeout document package should include all pertinent shop and working drawings, copies of all releases of all claims and a

copy of the Certificate of Occupancy provided the Concessionaire does not disseminate such information, refer to Transportation Security Regulations (TSR), 49 C.F.R. 1520, et al., Protection of Sensitive Security Information.

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

- 4.07 REVIEW OF CONSTRUCTION:** The County shall have the right, but not obligation, to periodically observe the construction to ensure conformity with the Final Plans and any changes thereof requested by the Concessionaire and approved by the County.
- 4.08 COST DOCUMENTATION:** Within one hundred eighty (180) Days from the date of Beneficial Occupancy, specifically including those improvements described in **Sub-Articles 4.01 “Improvements to Location(s)”**, and **4.03 “Refurbishment of Location(s)”**, the Concessionaire shall submit to the County a certified audit of the monies actually expended in the design and construction of the approved improvements by Location in accordance with the Final Plans, prepared by an independent certified public accounting firm (“Auditor”), approved in advance by the County (the “Certified Audit”). The Concessionaire or the Sub-tenants, as the case may be, shall be responsible for documenting for the Auditor that the monies that were expended are true and correct. The costs of design and construction, in accordance with the Final Plans and any changes thereto requested by the Concessionaire or the Sub-tenants and approved by the County, including the costs of required bonds, construction insurance and the construction audit, shall not include the cost of any other consultant or accountant fees, financing or legal fees and personal property of the Concessionaire or the Sub-tenants, as the case may be. No non-receipted expenditure will be credited. Concessionaires not submitting certified audits within the allotted time may be billed a Damage of fifty dollars (\$50.00) per Day. Upon reconciliation, any difference due to the County shall also include an administrative fee of ten percent (10%) of the monies due to the County on the build-out of the Location(s). In the event of any disputes between the County and the Concessionaire as to whether certain costs are to be included in the audit, said dispute shall be submitted to the consulting engineer named pursuant to the Trust Agreement, as defined in **Sub-Article 17.01 “Incorporation of Trust Agreement by Reference”**. The decision of said consulting engineer, acting in good faith, shall be final and binding upon the parties hereto.

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

If the approved total receipted amount is below the Concessionaire or its Sub-tenant’s minimum investment and is depicted as such in the results of the Certified Audit, the

Concessionaire shall be required to pay to the Department the difference between the expended amount and the minimum investment, within one hundred eighty (180) Days from the date of Beneficial Occupancy of the corresponding Location.

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

The Concessionaire shall be entitled to obtain reimbursement of such payments made to the Department from the applicable Sub-tenant(s) who fail to spend the minimum investment or the refurbishment amount for their specific Location(s).

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

Investment subject to such reimbursement shall include the following items only:

1. Directly contracted costs of construction.
2. Stores display more than \$3,000 per display, furniture, fixture, equipment and signage purchased and installed for direct use in the facility.
3. Design and engineering costs not to exceed fifteen percent (15%) of the total approved construction, installation, store displays, furniture, fixture, equipment and signage cost.

There will be no other reimbursement.

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

Concessionaires not submitting a certified audit within the allotted time may be billed as Damage of one Hundred Dollars (\$100.00) per Day. Upon reconciliation, any difference due to the Department shall also include an administrative fee of twenty-five percent (25%) of the money due to the Department on the build-out of the Location(s).

Prior to the commencement of any installation/ construction or other work by the Concessionaire, the Concessionaire shall provide or cause to be provided to the Department copies of a fixed price contract or contracts for all work to be performed at the Location(s). The work to be performed under such contract(s) shall be insured by a Performance and

Payment Bond provided by Concessionaire to the Department in the form contained in Exhibit C “Performance and Payment Bond” in the Agreement. The Performance and Payment Bond shall be in full force throughout the term of the installation/construction contract.

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

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

1) Concessionaire Improvements

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

2) Design and Construction Coordination

Concessionaire shall:

1. Be responsible for construction management and coordination of all improvements to the Location(s) and authorized administrative support space including those of Sub-tenants.
2. Coordinate meetings with Sub-tenants and Sub-tenants’ architects, if applicable, MDAD’s architects, consultants and others, to review procedures, scheduling site surveys and develop build-out schedules.
3. Coordinate the processing and review of improvement submittals. Design and construction shall be in accordance with the MDAD Design Guidelines Manual, Life Safety Master Plan, MDAD Retail Concessions Design Guidelines, Florida Building Code and the TAC-N or TAC-R Procedures, as well as all other applicable codes and regulations.
4. Provide Sub-tenants, if applicable, with required information such as, but not limited to, leasehold outline or as-built drawings provided by the Department’s Technical Support Division.
5. Provide and coordinate access to Location as necessary.
6. Purchase materials and services and coordinate the fabrication and installation of the Concessionaire development requirement, whereby such elements are the designated responsibility of the Concessionaire, if so implemented.

3) Construction

Concessionaire shall:

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

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

ARTICLE 5 – STANDARDS OF OPERATION

- 5.01 STANDARDS OF OPERATION:** The Concessionaire shall comply with the Department's "Tenant Handbook", Exhibit K; the "Standards of Operations", Exhibit L, the "MIA Terminal Standards" (MDAD will make available upon request), and all revisions to same promulgated from time to time by the Department.

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

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

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

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

- 5.02 MARKET BASKET/COMPETITIVE PRICING POLICY:** The Department has instituted a Market Basket pricing policy to ensure that Airport prices are comparable to similar retail locations in the Miami Dade County, Florida area to reinforce the objective of making the Airport a more "passenger friendly" airport, pursuant to "Standards of Operations" in Exhibit K.

For the purposes of this contract, to determine Market Basket, the Concessionaire shall survey a minimum of three (3) similar retail locations (excluding stadiums, arenas, amusement, and entertainment venues, but may include hotels) in the Greater Miami Area to determine the average price for a particular good or service. The Concessionaire's prices shall not exceed more than fifteen (15%) of the Market Basket.

- A. For any or all operations where a Concessionaire currently operates the same or similar retail location(s) in the Miami-Dade County area, the Concessionaire may not charge more than fifteen percent (15%) higher charges at the Airport for like or similar items, portions or servings. The Department has the right to survey prices at said retail location(s) and to use these prices for same or similar goods and services as the primary basis for pricing in the leased Location(s).
- B. Concessionaire shall be permitted to change prices without prior approval of the Department, however within 15 days following the end of each calendar quarter, Concessionaire shall provide the Department with a list of price changes made during the prior quarter.
- C. All goods and services shall be sold in accordance with the prices approved by the Department pursuant to Article 5.02.

The Concessionaire who is not in compliance with the provisions of this Sub-Article shall be given seven (7) Days after written notice of such non-compliance pursuant to **Sub-Article 18.09 “Notices”** to bring all products into compliance. Failure to do so shall constitute a default under this Agreement and shall subject the Concessionaire to Damages pursuant to **Sub-Article 3.23 “Liquidated Damages”**.

5.03 DEPARTMENT RIGHT TO MONITOR PERFORMANCE:

A. Performance Audits. It is the intention of the Department that Concessionaire’s business be conducted in a manner so as to meet the needs of Airport patrons and employees and in a manner that will be reflected positively upon the Concessionaire and Department. The Concessionaire shall equip, organize and efficiently manage the Concession to provide First Class service and products in a clean, attractive and pleasant atmosphere. Department in its sole discretion shall have the right to raise reasonable objections to the condition of the Premises, the quality and quantity of merchandise, the character of the service, the hours of operation, and/or the appearance and performance of service personnel, and to require any such conditions or practices objectionable to Department to be promptly remedied by Concessionaire. If requested by Concessionaire, the Department shall submit its objections in writing and provide Concessionaire with an opportunity to reply to the objections. Such a reply will be given consideration by the Department.

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

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

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

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

B. Annual Review. No later than 90 days after the end of each Contract Year thereafter, Concessionaire and Department will meet to review and evaluate the financial, customer service, and operational performance of each Concession Location. During the course of the review, Department may determine, in its sole discretion, that the performance of one or more of the Concession Locations is unsatisfactory if one or more of the following occurred during the prior Contract Year:

1. Sales per Enplaned Passenger were less than 80 percent (80%) of the Projected Sales per Enplaned Passenger for the overall Terminal average Sales per Enplaned Passenger for a similar type of concession.

2. Sales per Enplaned Passenger were less than 85 percent (85%) of Sales per Enplaned Passenger for the same Concession Location during each of the two (2) preceding Contract Years.

3. Scores on any secret shopper survey(s) conducted by the Department or its representative were less than 80 percent (80%) of the maximum achievable scores for the survey(s); or

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

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

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

right to approve or deny the replacement plan and require Concessionaire to submit another replacement plan.

ARTICLE 6 – OBLIGATIONS OF THE DEPARTMENT

6.01 DEPARTMENT SERVICES:

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

repair, maintain, renovate or otherwise incur any cost or expense with respect to the Location or any improvements, furnishings, fixtures, trade fixtures, signage or equipment constructed or used on or in the Location by the Concessionaire.

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

ARTICLE 7 – FURNITURE, FIXTURES AND EQUIPMENT

- 7.01 FURNITURE, FIXTURES, AND EQUIPMENT:** Any equipment, furnishings, fixtures and signs installed in the Location by the Concessionaire shall be in keeping with the decor of the terminal building and must be approved in advance by the Department. Any such equipment, furnishings, fixtures and signs including proprietary and brand related equipment so installed by the Concessionaire, as provided in **Sub-Article 4.01 “Improvements to the Location”**, shall, except as provided in **Sub-Article 7.03(B) “Disposal of Furniture, Fixtures, and Equipment”**, be removed from the Location within five (5) days following the expiration or earlier termination of this Agreement.
- 7.02 AMERICANS WITH DISABILITIES ACT REQUIREMENTS:** The Concessionaire will be responsible, at its cost, for ensuring that the Location and all equipment therein, and all functions it performs therein as part of the concession, conform in all respects to the requirements of the Americans with Disabilities Act (the “ADA”), including without limitation, the accessibility guidelines promulgated pursuant thereto. The ADA imposes obligation on both public entities, like the Department and those private entities that offer services for the convenience of users of the public entities’ Location. In some circumstances, the public entity must ensure that the operations of the private entity comply with the public entity’s ADA obligations. In most cases the ADA obligations of the Department and the Concessionaire will be the same. However, the Department reserves the right to require the

Concessionaire to modify its operations or its physical locations (if applicable) to comply with the Department's ADA obligations with respect to the Location, as the Department in its sole discretion deems reasonably necessary.

7.03 DISPOSAL OF FURNITURE, FIXTURES, AND EQUIPMENT: At least thirty (30) Days prior to the expiration of this Agreement, or upon termination pursuant to **Article 12 "Default and Termination by County"** or **Article 13 "Claims and Termination by Concessionaire"** hereof, the Department shall exercise, at its sole discretion, one (1) of the following options as to any equipment, furnishings, fixtures, signs, or carts installed in the Location by the Concessionaire:

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

ARTICLE 8 – MAINTENANCE

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

8.02 REMOVAL OF TRASH: The Concessionaire shall, at its cost and expense, remove or cause to be removed from the Location and properly disposed of in Department provided containers, all trash and refuse of any nature whatsoever which might accumulate and arise from the operations hereunder. If the Concessionaire enters into agreements for the janitorial and trash removal within the Location, such service providers must have permits issued by the Department to do business at the Airport. Trash shall not be stored in any area visible to the public nor cause a private or public hazard through its means of storage. All edible items must be contained so as to minimize exposure to pests. Any trash left or stored in any area visible to the public or edible items not properly contained may result in Damages being assessed pursuant to **Sub-Article 3.23 "Liquidated Damages"**.

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

8.03 MAINTENANCE AND REPAIR: Except with respect to the Department's maintenance and repair obligations as set forth in **Sub-Article 4.01 "Improvements to Location(s)"**, and **Sub-Article 6.01 "Department Services"**, the Concessionaire shall maintain and repair or cause to be maintained and repaired the interiors and exterior storefronts of the Location. Such maintenance and repairs shall include, but not be limited to, painting, ceiling, walls, floors, laminating doors, windows, equipment, furnishings, fixtures, appurtenances, replacement of ceiling light bulbs, ballast and the replacement of all broken glass, which repairs shall be in quality and class equal to or better than the original work to preserve the same in good order and condition. Maintenance for all equipment furnished by the Concessionaire specifically as a result of their operation shall remain the obligation of the Concessionaire. The Concessionaire shall repair or cause to be repaired, at or before the end of the Term or Extension, if applicable, of this Agreement, all injury is done by the installation or removal of furniture and personal property so as to restore the Location to the state they were at the commencement of this Agreement, reasonable wear and tear excluded. The Department may, at any time during normal business hours, enter upon the public areas of the Location, or with appropriate notice, enter upon the non-public areas of the Location, to determine if maintenance is being performed satisfactorily. The Department may enter upon any Location when a Location is not open for business if the Department provides the Concessionaire notice no less than two (2) hours in advance so that a representative of the Concessionaire may be present, except in the case of real or perceived emergencies where no such representatives shall be required to be present. If it is determined that said maintenance is not satisfactory, the Department shall notify Concessionaire in writing. If said maintenance is not performed by Concessionaire to the satisfaction of the Department within seven (7) Days after receipt of such written notice, Department shall have the right to enter upon the Location and perform such maintenance and charge Concessionaire for such services, as provided by **Sub-Article 8.04 "Failure to Maintain"**.

The Concessionaire shall be responsible for maintaining all utility connections originating from the Location to the County point of connection (main water, grease, electrical, and gas lines). Furthermore, Concessionaire shall be responsible for maintenance of common use space or space leased to other tenants, to the extent maintenance is required as the result of broken utility lines which are the Concessionaire's obligation to maintain or arising out of malfunctioning Concessionaire equipment.

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

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

8.05 ENVIRONMENTAL RECYCLING: The Department is actively engaging in the development of environmental programs. A recycling program is planned at the Airport to include the participation of all Airport Concessionaires. Participation in this program, once established, will be mandatory. The Concessionaire shall agree to bear any reasonable and

actual costs associated with the implementation and continued operation of this recycling program or propose for approval by the Department an alternative environmental recycling plan which such approval shall not be unreasonably withheld.

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

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

ARTICLE 9 – ASSIGNMENT AND OWNERSHIP

- 9.01 NO ASSIGNMENT:** The Concessionaire shall not assign, transfer, pledge or otherwise encumber this Agreement nor shall the Concessionaire allow others to use the Location, without the prior written consent of the Department.
- 9.02 OWNERSHIP OF THE CONCESSIONAIRE:** Since the ownership, control, and experience of the Concessionaire were material considerations to the County in the award of this concession and the entering into of this Agreement, the Concessionaire shall take no actions which shall serve to transfer or, sell majority ownership or control (deemed to mean more than fifty percent (50%) of the stock) of the Concessionaire without the prior written consent of the Department.
- 9.03 CHANGE OF CONTROL:** If Concessionaire is a corporation the issuance or sale, transfer or other disposition of a sufficient number of shares of stock (deemed to mean more than fifty percent (50%) of the stock) in the Concessionaire to result in a change of control of Concessionaire shall be deemed an assignment of this Agreement for purposes of this **Article 9 “Assignment and Ownership”**. If the Concessionaire is a partnership or limited company, transfer of any interest in the partnership, which results in a change in control of such Concessionaire (deemed to mean more than fifty percent (50%) of the total ownership interest in the partnership or limited company), shall be deemed an assignment of this Agreement for purposes of this **Article 9 “Assignment and Ownership”**.

The parties acknowledge and agree that a merger involving the Concessionaire, a transfer of the Agreement to a Wholly Owned Affiliate, or a transfer of majority ownership or control to a Wholly Owned Affiliate shall not constitute an assignment, transfer of ownership or control, or change of control under this Agreement, and shall not be subject to the approval requirements set forth in Sub-Articles 9.01 – 9.03.

- 9.04 HOLDOVER:**

A. With the Department’s Permission:

If the Concessionaire (or anyone claiming through Concessionaire) shall remain in possession of the Locations after the termination of this Agreement, by written agreement executed by the Department and the person or entity remaining in possession shall be deemed a tenant at sufferance otherwise subject to all of the provisions of this Agreement. The Concessionaire shall thereafter continue to pay the Monthly Percentage Fee, and monthly installment or rent for the Concessionaire's Office pursuant to **Sub-Article 3.06 "Annual Rent"** and any other rents or charges under Article 3, on account of the holdover use and occupancy of the Locations. This provision shall survive the expiration or the termination of this Agreement.

B. Without Department Permission:

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

9.05 TRANSFER FEE ON SALE OR ASSIGNMENT

In the event that Concessionaire assigns or sells this lease to any party other than a Wholly Owned Affiliate, Concessionaire shall pay the County a Transfer or Assignment Fee in the amount of two percent (2%) of gross consideration received by Concessionaire for any such sale or assignment that occurs during the first three (3) years of the Term for all or any portion of the Locations. Upon the 3rd anniversary of the Lease Execution Date, the Transfer or Assignment Fee shall no longer be in effect and this Sub-Article 9.05 shall be of no force and effect with respect to sales or assignments entered into after such date.

ARTICLE 10 – INDEMNIFICATION

10.01 INDEMNIFICATION REQUIRED OF CONCESSIONAIRE: The Concessionaire shall indemnify, defend, and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and cost of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Concessionaire or its employees, agents, servants, partners, principals or any other persons.

The Concessionaire shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

The Concessionaire expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Concessionaire shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided. Without limiting the preceding, Concessionaire expressly agrees that the provisions and obligations of this section apply to claims, including administrative claims, involving identify theft, data theft, data breaches, commercial fraud, and all other similar claims or causes of action.

ARTICLE 11 – INSURANCE

11.01 INSURANCE REQUIRED OF CONCESSIONAIRE: Prior to execution of this Agreement by the Department and commencement of the Term of this Agreement, the Concessionaire shall obtain all insurance required under this Article and submit it to the Department, c/o Risk Management, P.O. Box 025504, Miami, Florida 33102-5504 for approval. All insurance shall be maintained throughout the Term and any Extensions, if exercised, of this Agreement.

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

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

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

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

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

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

11.02 CERTIFICATE CONTINUITY: The Concessionaire shall be responsible for assuring that the insurance certificates required in conjunction with Article 11 “Insurance ” remain in force for the duration of this Agreement, including the First Extended Term and Second Extended Term, if applicable. If insurance certificates are scheduled to expire during the lease period, the Concessionaire shall be responsible for submitting new or renewed insurance certificates for its and its Sub-Tenants’ operations to the Department’s Risk Management Unit at a minimum of thirty (30) calendar days before such expiration.

Certificates will show that no modification or change in insurance shall be made without thirty (30) calendar days written advance notice to the certificate holder

11.03 INSURANCE COMPANY RATING REQUIREMENTS: All insurance policies required above from the Concessionaire and its Sub-Tenants shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

11.04 CONCESSIONAIRE LIABLE: Compliance with the requirements as to carrying insurance in Article 11 “Insurance” shall not relieve the Concessionaire and its Sub-Tenants from liability under any other provision of this Agreement.

11.05 CANCELLATION OF INSURANCE OR BONDS: Cancellation of any insurance or bonds, or non-payment by the construction contractors of any premiums for any insurance policies or bonds required by this Agreement shall constitute a breach of this Agreement.

11.06 RIGHT TO EXAMINE: The Department reserves the right, upon reasonable notice and at the Department’s sole cost and expense, to examine the original policies of insurance of the Concessionaire and its Sub-Tenants (including but not limited to: binders, amendments, exclusions, endorsements, riders and applications) to determine the true extent of coverage. The Concessionaire agrees to permit or cause such inspection to be permitted at the offices of the Department. In addition, upon request (but no later than five (5) days from the date of request, unless such longer period is agreed to by the Department) the Concessionaire and/or its Sub-Tenant agree to provide copies to the Department, at the Concessionaire’s or Sub-Tenant’s sole cost and expense.

11.07 PERSONAL PROPERTY: Any personal property of the Concessionaire or its Sub-Tenants, or of others, placed in the Locations shall be at the sole risk of the Concessionaire

or the owners thereof, and the Department shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage.

11.08 SURVIVAL OF PROVISIONS: The provisions of Article 11 “Insurance” shall survive the expiration or earlier termination of this Agreement.

11.09 INSURANCE REQUIRED OF SUB-TENANTS: The limits for each type of insurance may be revised upon review and approval of the Sub Tenant’s operations. Additional types of insurance coverage or increased limits may be required if, upon review of the operations, the Department determines that such coverage is necessary or desirable.

The Concessionaire shall cause its Sub-Tenant to provide certificates of insurance indicating the following types of insurance coverage prior to any occupation of the premises:

- A. Workers’ Compensation as required by Chapter 440, Florida Statutes.
- B. Commercial General Liability Insurance on a comprehensive basis including Contractual Liability, Broad Form Property Damage and Products and Completed Operations in an amount not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage combined. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in an amount not less than \$300,000* per occurrence for Bodily Injury and Property Damage combined.

*Under no circumstances is the Concessionaire or a Sub-tenant allowed on the Airside Operation Area (AOA) without increasing automobile coverage to \$5,000,000 as approved by the Department’s Risk Management Unit.

Certificate Continuity: The Concessionaire and its Sub-tenants shall be responsible for assuring that the insurance certificates required in conjunction with this Sub-Article remain in force for the duration of the lease, including any and all option years, if applicable. If insurance certificates are scheduled to expire during the contract period, the Sub Concessionaire shall be responsible for submitting new or renewed insurance certificates to the Concessionaire at a minimum of thirty (30) calendar days before such expiration.

Insurance Company Rating Requirements:

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

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

Certificates will show that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

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

11.10 INDEMNIFICATION, CONSTRUCTION BONDS AND INSURANCE REQUIRED:

- A. **Indemnification, Bonds and Insurance Required from Construction Contractor:** The following language, including the indemnification clause, shall be included in all construction contracts between the Concessionaire and its general contractor(s) and subcontractors and shall also be included in all construction contracts between the Sub-tenants and their respective general contractors and subcontractors:

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

- B. **Surety Performance and Payment Bonds:** Pursuant to and in accordance with Section 255.05, Florida Statutes, the Concessionaire or each contractor performing any part of the work for the Concessionaire or its Sub-tenants shall obtain and thereafter at all times during the performance of the work maintain a combined performance bond and labor and material payment bond for the work (referred to herein as the "Bond") in an amount

equal to one hundred percent (100%) of the cost of the improvements, as it may be amended from time to time, and in the form attached hereto as Exhibit "C", Surety Performance and Payment Bond". Within ten (10) days of issuance, Concessionaire shall record all bonds required by this Agreement in the Department of Public Records of Miami-Dade County. Prior to performing any portion of the Work, the Concessionaire shall deliver to County the Bonds required to be provided by Concessionaire or each contractor as set forth in this Agreement.

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

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

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

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

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

The Bond shall be delivered to the Department upon execution of the contract between the Concessionaire and its contractor or the Sub-tenant and its contractor, as the case may be.

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

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

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

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

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

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

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

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

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

ARTICLE 12– DEFAULT AND TERMINATION BY COUNTY

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

- (A) The Concessionaire has violated the terms and conditions of this Agreement.
- (B) The Concessionaire has failed to make prompt payment to subcontractors or suppliers for any service or work provided for the design, installation, operation, or maintenance of the Concessionaire’s facilities.
- (C) The Concessionaire has become insolvent (other than as interdicted by the bankruptcy laws) or has assigned the proceeds received for the benefit of the Concessionaire’s creditors, or the Concessionaire has taken advantage of any insolvency statute or debtor/creditor law, or the Concessionaire’s affairs have been put in the hands of a receiver.
- (D) The occurrence of any act which operates to deprive Concessionaire of the rights, power, licenses, permits or authorities necessary for the proper conduct and operation of the activities authorized herein.
- (E) Abandonment or discontinuance of operations by Concessionaire of its business by any act(s) of Concessionaire.
- (F) Any persistent violation on the part of Concessionaire, its agents or employees of the traffic rules and regulations of local, County, State or Airport or disregard of the safety of persons using the Airports, upon failure by Concessionaire to correct the same.
- (G) Failure on the part of Concessionaire to maintain the quality of service required by the terms of this Agreement, including, but not limited to, any cessation or diminution of service by reason of Concessionaire being unable for any reason to maintain in its employ the personnel necessary to keep its business in operation and available for public use, unless such use is due to strike, lockout, or bona fide labor dispute.
- (H) Failure by Concessionaire to maintain its equipment in a manner satisfactory to the Director.

- (I) The Concessionaire has failed to obtain the approval of the Department where required by this Agreement.
- (J) The Concessionaire has failed to provide adequate assurances as required under **Sub-Article 12.10 “Adequate Assurances”**.
- (K) The Concessionaire has failed to comply with **Article 14 “Airport Concession Disadvantaged Business Enterprise Participation Plan”**.
- (L) The Concessionaire has failed in a representation or warranty stated herein; or
- (M) The Concessionaire has received three (3) notices of default of any kind, within a twenty-four (24) month period.

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

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

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

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

proceed to remove all its personal property in accordance with **Sub-Article 12.11 “Actions at Termination”** hereof.

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

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

12.07 TERMINATION FOR ABANDONMENT: This Agreement may be terminated in its entirety upon the abandonment by the Concessionaire of the Location or the discontinuance of Concessionaire’s services at the Airport for any period of time exceeding twenty-four (24) consecutive hours, and the failure to cure the same within three (3) calendar days after written notice unless such abandonment or discontinuance has been caused by civil disturbance, governmental order, or Act of God or force majeure event that prevents the Concessionaire from providing services on the Location for the purposes authorized in **Article 2 “Use of Location”**. Such termination shall constitute an event of default, and the County shall be entitled to all remedies for such default provided for in this Agreement.

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

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

12.09 TERMINATION FOR CONVENIENCE: The Department, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains

the right to terminate this Agreement upon ninety (90) days written notice at its sole option at any time for convenience, without cause, when in its sole discretion it deems such termination is in the best interest of the Department based on the then existing passenger, airline, or community needs, or impacts on same from such existing Concession. In such circumstance, the County will solely be responsible for paying the amortized costs of any improvements constructed by Concessionaire, but the County shall not be responsible for any other costs or damages, including but not limited to lost profits, loss of opportunity, borrowing costs, carrying costs, damage to reputation, loss of goodwill, or loss of income.

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

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

12.11 ACTIONS AT TERMINATION: The Concessionaire shall, upon receipt of such notice to terminate, and as directed by the Department:

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

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

ARTICLE 13 – CLAIMS AND TERMINATION BY CONCESSIONAIRE

13.01 ADMINISTRATIVE CLAIM PROCEDURES: If the Concessionaire has any claim against the County arising under this Agreement, it will be made in writing to the Director within thirty (30) Days of the occurrence of the event. The exact nature of the claim,

including sufficient detail to identify the basis for the claim and the amount of the claim, shall be clearly stated. The claim will be accompanied by a certificate, in the form provided for in the County's False Claims Ordinance. The Concessionaire shall additionally, at the direction of the Director, provide County staff, Audit and Management Services, and/or the Office of the Inspector General access to documents, records, records, and/or financial materials, as may be necessary to substantiate such claim, without limitation, and within 30 days of the Director's request. Failure to present and process any claim in accordance with this Sub-Article shall be conclusively deemed a waiver, abandonment or relinquishment of any such claim, it being expressly understood and agreed that the timely presentation of claims, in sufficient detail to allow proper investigation and prompt resolution thereof, is essential to the administration of this Contract.

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

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

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

- 13.03 TERMINATION FOR CONVENIENCE:** The Concessionaire, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement upon ninety (90) days written notice at its sole option at any time for convenience, without cause, when in its sole discretion it deems such termination is in the best interest of the Concessionaire. In such circumstance, the Concessionaire shall not be responsible for any costs or damages, including but not limited to lost profits, loss of opportunity, borrowing costs, carrying costs, damage to reputation, loss of goodwill, or loss of income. Prior to the effectiveness of any termination under this Article 13.03, the Concessionaire shall fully comply with the provisions of Articles 7.03 and 12.11 (a) – (c) herein.

ARTICLE 14 (NOT USED)

ARTICLE 15 - RULES, REGULATIONS AND PERMITS

- 15.01 RULES AND REGULATIONS:** The Concessionaire shall comply and cause its Sub-tenants (if applicable) to comply, with the Ordinances of the County including Chapter 25, Code of Miami-Dade County, Florida, as the same may be amended from time to time, Operational Directives issued thereunder by the Department, all additional laws, statutes, ordinances, regulations and rules of the Federal, State and County governments, and any and all plans and programs developed in compliance therewith, and any County Administrative Orders, Implementing Orders and resolutions of the Board of County Commissioners which may be applicable to its operations or activities under this Agreement. Contractor shall comply with all applicable laws and County Resolutions and Ordinances, as same may be amended from time to time, including as relates to the use of single-use plastics and closed loop recycling, the substantive requirements of which Concessionaire agrees apply to this Agreement as a matter of contract, and to the extent such laws remain in effect.

In the event that the County's Ordinances and Resolutions related to single use plastics and polystyrene and/or closed loop recycling are deemed inapplicable to this Agreement or otherwise unenforceable, the Concessionaire and/or its Sub-tenants may choose to cease complying with such Ordinances and Resolutions; however, in the event Concessionaire and/or its Sub-tenants does not continue to comply, the Percentage Fee due to the County for each such non-compliant location shall increase by half of one tenth quarter of one percent (0.05%). The Concessionaire understands that the percentage fee set in this Agreement is based on certain County assumptions regarding the Concessionaire's costs and that in the event Concessionaire's costs decrease due to a change in governing law, the Concessionaire's or its Sub-tenant's savings in costs justifies the County claiming additional amounts in percentage fees. All the proceeds resulting from the 0.05% fee shall be used for sustainability initiatives within the Airport.

- 15.02 VIOLATIONS OF RULES AND REGULATIONS:** The Concessionaire agrees to pay, on behalf of the County, any Damage, assessment or fine issued against the County, or the Department to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the federal, State or County governments based in whole or substantial part upon a claim or allegation that the Concessionaire, its agents, employees, Sub-tenants (if applicable) or invitees, have violated any law, ordinance, regulation or rule described in Sub-Article 15.01 "Rules and

Regulations” or any plan or program developed in compliance therewith. The Concessionaire further agrees that the substance of Sub-Article 15.02 “Violations of Rules and Regulations” and Sub-Article 15.01 “Rules and Regulations” shall be included in every Sub-Lease and other agreements which the Concessionaire may enter into related to its activities under this Agreement and that any such Sub-Lease and other agreement shall specifically provide that “Miami-Dade County, Florida is a third party beneficiary of this and related provisions.” This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subletting, or subleasing.

15.03 PERMITS AND LICENSES: The Concessionaire shall obtain, pay for, and maintain on a current basis and make available to the Department upon request, all permits, and licenses as required for the performance of its services. The Concessionaire shall cause its Sub-tenants (if applicable) to do the same.

15.04 NOT USED (PROHIBITION ON USING PRODUCTS CONTAINING TRANS FATS – RESOLUTION NO. R-456-07)

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

15.06 LIVING WAGE: The Concessionaire and its Sub-tenants shall comply with section 2-8.9 of the Code of Miami-Dade County, and Administrative Order No. 3-30, as may be amended from time to time, requiring the payment to covered employees the applicable hourly living wage rate, with or without health benefits and that it shall comply with the administrative and records keeping required of the concessionaire set forth in the Administrative Order. The Concessionaire and its Sub-tenants shall also ensure that its subcontractors comply with the order in respect to their employees.

In the event that the County’s Living Wage Ordinance is deemed inapplicable to this Agreement, the Concessionaire and/or its Sub-tenants may choose to pay, but will not be required to pay, its employees less than the Living Wage; however, in the event Concessionaire and/or its Sub-tenants pays such lesser wage the percentage fee on gross sales due to the Department shall be increased by two (2) percentage points for each month at any Location of the Concessionaire and/or its Sub-tenants in which the employees are not paid the Living Wage. The Concessionaire understands that the percentage fee set in this Agreement is based on certain County assumptions regarding the Concessionaire’s cost of labor, and that in the event Concessionaire’s labor costs decrease, the Concessionaire’s or its Sub-tenant’s savings in labor costs justifies the County claiming additional amounts in

percentage fees. The Concessionaire will increase by two (2) percentage points the percentage rent of any Sub-tenant that so chooses not to pay the Living Wage (as adjusted) following any determination of inapplicability to compensate the Concessionaire for the increased percentage rent payable by the Concessionaire to the County for the Sub-tenant's Location(s) at which the Living Wage (as adjusted) is no longer paid. Concessionaire agrees that this provision is material to and not severable from this Agreement, and that, in the event Concessionaire affirmatively seeks in a court of law to sever this provision and this provision is held by a court of law after appeal to be unenforceable from this Agreement and this provision is held unenforceable and thereafter Concessionaire does not pay at least the Living Wage, this Lease and Concession Agreement shall terminate, and that, in the event of such termination, the County shall be responsible only for repayment of the unamortized costs of the Locations but shall not be liable to Concessionaire for any lost profits, loss of opportunity, loss of goodwill, claims related to costs to construct or build out Locations, or any other direct or indirect costs of any kind.

For purposes of determining whether or not Concessionaire is paying less than Living Wage following any determination that Living Wage is not applicable, the point of comparison shall be to the last Living Wage as promulgated by the County, as escalated by the Consumer Price Index for All Urban Consumers (CPI-U) for Miami-Fort Lauderdale-West Palm Beach for each year following the determination of inapplicability.

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

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

- A. **Single-Use Plastics:** Pursuant to Resolution R-1030-24 concessionaires doing business on County property are: precluded from distributing single-use plastics and polystyrene items to consumers in such form of, including but not limited to, wrappers, straws, containers, utensils, water beverage bottles, coffee lids and stirrers, and bags, with the exception of prepackaged foods such as ready-to-eat meals and snack packs; and asked to voluntarily eliminate the use of single-use plastics and polystyrene from their operations.

When practicable, food and drink shall be provided in reusable food containers, trays, and cups. Food containers, trays, cups, or plasticware shall be procured consistently with the aim of increasing the overall percentage of the County operational waste stream that is eliminated or diverted through recycling and conservation efforts.

- B. **Polystyrene (Styrofoam) Ban at MIA:** Pursuant to MDAD Operational Directive No. 16-04, the Concessionaire and its Subtenants (if applicable) shall be precluded from distributing polystyrene products and petroleum-based materials.

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

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

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

ARTICLE 16 – GOVERNING LAW

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

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

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

ARTICLE 17 – TRUST AGREEMENT

17.01 INCORPORATION OF TRUST AGREEMENT BY REFERENCE: Notwithstanding any of the terms, provisions and conditions of this Agreement, it is understood and agreed by the parties hereto that the provisions of the Amended and Restated Trust Agreement (link

below), dated as of the 15th day of December, 2002, as amended from time to time, by and between the County and JPMorgan Chase Bank, as Trustee, and Wachovia Bank, National Association, as Co-Trustee (the "Trust Agreement"), which Trust Agreement is incorporated herein by reference, shall prevail and govern in the event of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, including the rents, fees or charges required herein, and their modification or adjustment. A copy of the Trust Agreement may be examined by the Concessionaire at the offices of the Department during normal working hours. Copies of the Trust Agreement are available for inspection in the offices of the Department during normal working hours.

The Amended and Restated Trust Agreement link:

<https://www.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 or any Extension thereto, as applicable, a court of competent jurisdiction shall determine that any of the terms and conditions of this Agreement, including the rentals, fees and charges required to be paid hereunder to the Department by the Concessionaire or by other Concessionaires under other agreements of the Department for the lease or use of Location used for similar purposes, are unjustly discriminatory, the County, shall have the right to modify such terms and conditions and to increase or otherwise adjust the rentals fees and charges required to be paid under this Agreement in such a manner as the County shall determine is necessary and reasonable so that terms and conditions and the rentals fees and charges payable by the Concessionaire and others shall not thereafter be unjustly discriminatory to any user of like locations and shall not result in any violation of the Trust Agreement or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement. In the event the County has modified the terms and conditions of this Agreement, including any adjustment of the rentals, fees and charges required to be paid to the County, pursuant to this provision, this Agreement shall be amended to incorporate such modification of the terms and conditions upon the issuance of written notice from the County to the Concessionaire.
- 17.03 INSPECTIONS:** The authorized employees and representatives of the County and of any applicable federal or state agency having jurisdiction hereof shall have the right of access to the Location and any storage/support spaces at all reasonable times for the purposes of inspection to determine compliance with the provisions of this Agreement or applicable law. The right of inspection shall impose no duty on the County to inspect and shall impart no liability on the County should it not make such inspection(s).
- 17.04 INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW:** Pursuant to Miami-Dade County Administrative Order 3-20 and in connection with any award issued as a result of the Proposal, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Concessionaire shall make available to the IPSIG retained by the County all requested records and documentation pertaining to this Proposal or any subsequent award, for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the

Concessionaire's cost/price for this Proposal be inclusive of any charges relating to these IPSIG services. The terms of this provision herein apply to the Concessionaire, its officers, agents, employees, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities, and performance of the Concessionaire in connection with this Agreement. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the Proposer or third party.

17.05 MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW: According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost shall also be included in all change orders and all contract renewals and extensions.

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

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

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's

possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to, original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 18 – OTHER PROVISIONS

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

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

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

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

To the County:
(Mailing Address)

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

or (physical address):

Miami International Airport
Terminal Building
Director's Office
Concourse E-5th floor.
Miami, FL 33122

To the Concessionaire:

Airball Sports II, LLC
201 Biscayne Blvd., Suite 800
Miami, Florida 33131

or to such other respective addresses as the parties may designate to each other in writing from time to time. Notices by: (i) facsimile shall be deemed tendered on the date indicated on the facsimile confirmation receipt; (ii) nationally recognized overnight courier service shall be deemed tendered on the delivery date indicated on the courier service receipt; and

(iii) Registered or Certified Mail shall be deemed tendered on the delivery date indicated on the Return Receipt from the United States Postal Service or on the express mail service receipt.

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

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

The Concessionaire shall be responsible for requesting MDAD to issue identification badges to all employees who the Concessionaire requests to be authorized access to the Secured/AOA/SIDA/Sterile Concourse Areas and any other restricted areas of the airport as

may be required and designated in the Airport's Security Plan and shall be further responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment or terminated from the employer of the Concessionaire or upon final acceptance of the work or termination of this Agreement. The Concessionaire will be responsible for fees associated with lost and unaccounted for badges as well as the fee(s) for fingerprinting and ID issuance.

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

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

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

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

The Concessionaire agrees that its personnel, vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the Concessionaire from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage

in theft, cargo tampering, aircraft sabotage, or other unlawful activities, including repeated failure to comply with MDAD's or the TSA, Homeland Security, FAA, CBP, SIDA access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his/her authorized designee within a reasonable time. Prior to such a hearing, the person denied access to the AOA should be advised, in writing, of the reason for such denial.

The Concessionaire acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, Homeland Security, FAA/Federal Inspection Services agencies and MDAD access control and security policies and procedures as may be required and designated in the Airport Security Plan and the Miami-Dade Aviation Department Rules and Regulations Chapter 25.

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

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

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

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

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

18.16 INTENT OF AGREEMENT: This Agreement is for the benefit of the parties only and

does not: (a) grant rights to third party beneficiaries or to any other person; or (b) authorize non-parties to the Agreement to maintain an action for personal injuries, professional liability, or property damage pursuant to the terms or provisions of the Agreement.

- 18.17 MODIFICATIONS:** This Agreement may be modified and revised in writing and duly executed by the parties hereto. Such modification may be made unilateral by the Department only as permitted pursuant to **Sub-Article 18.04 “Administrative Modifications”, Sub-Article 21.02 “Right to Amend”, and Sub-Article 21.04 “Right to Modify”**. Any oral representation or modification concerning this Agreement shall be of no force or effect. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with this Agreement.
- 18.18 RADON DISCLOSURE:** In accordance with Section 404.056, Florida Statutes, the following disclosure is hereby made: **“Radon Gas: Radon is a naturally occurring radioactive gas. When accumulated in a building in sufficient quantities, it may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.”**
- 18.19 TRADEMARKS AND LICENSES:** The Department may, from time to time, require the Concessionaire as part of its advertising and marketing program to utilize certain patents, copyrights, trademarks, trade names, logos, computer software and other intellectual property owned by the Department in the performance of this Agreement which patents, copyrights, trademarks, trade names, logos, computer software and intellectual property may have been created pursuant to the terms of this Agreement. Such permission, when granted, shall be evidenced by a nonexclusive license executed by the Concessionaire and the Department, on behalf of the Department granting the Concessionaire the right, license, and privilege to use a specific patent, copyright, trademark, trade name, logo, computer software or other intellectual property without requiring payment of fees, therefore. Failure of the parties to execute a formal license agreement shall not vest title or interest in such patent, copyright, trademark, trade name, logo computer software or intellectual property in the using party.
- 18.20 HEADINGS:** The headings of the various Articles and Sub-Articles of this Agreement, and its Table of Contents are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.
- 18.21 BINDING EFFECT:** The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment or subletting.
- 18.22 GOVERNMENTAL DEPARTMENT:** Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County as a political subdivision of the State of Florida.

18.23 INDEPENDENT CONTRACTOR: The Concessionaire shall perform all services described herein as an independent contractor and not as an officer, agent, servant, or employee of the Department. All personnel provided by the Concessionaire in the performance of this Agreement shall be considered to be, at all times, the sole employees of the Concessionaire under its sole discretion, and not employees or agents of the Department: Except as provided in § 2-11.1(s) of the Code, the Concessionaire represents and warrants: (i) it has not employed or retained any company or person other than a bona fide employee working solely for the Concessionaire to solicit or secure this Agreement; and (ii) it has not paid, or agreed to pay any company or other person any fee, commission, gift, or other consideration contingent upon the execution of this Agreement. A breach of this warranty makes this Agreement voidable by the Department without any liability to the Contractor for any reason.

18.24 OTHER LIENS: Concessionaire shall not permit any mortgages, deeds of trust or similar liens to be imposed on the Location, the leasehold, or the furniture, fixtures and equipment or any portion thereof. The Concessionaire shall not permit or suffer any liens, including mechanics', materialmen, and tax liens to be imposed upon the Location, or any part thereof, without promptly discharging the same. Notwithstanding the foregoing, Concessionaire may in good faith contest any such lien if Concessionaire provides a bond in an amount and form acceptable to Department to clear the record of any such liens. Concessionaire further agrees that it shall not sell, convey, mortgage, grant, bargain, encumber, pledge, assign or otherwise transfer its leasehold interest in the Location or any personal property or trade fixtures in the Location, including any furniture, fixtures and equipment or any part thereof or permit any of the foregoing to occur. Concessionaire shall assume the defense of and indemnify and hold harmless County against any and all liens and charges of any and every nature and kind which may at any time be established against said Location and improvements, or any part thereof, as a consequence of any act or omission of Concessionaire or as a consequence of the existence of Concessionaire's interest under this Lease.

18.25 FIRST SOURCE HIRING REFERRAL PROGRAM ("FSHRP"): Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the successful Bidder, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the successful Bidder is free to fill its vacancies from other sources. Successful Bidders will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$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 FSHRP are available at <https://iapps.careersourcesfl.com/firstsource/> or by contacting the SFWIB at (305) 594-7615, Extension 407 (Refer to Exhibit N).

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

18.27 CONTRACTOR DUE DILIGENCE AFFIDAVIT

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

Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;

Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances; and, Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

ARTICLE 19 – NOT USED (SUB-LEASES)

ARTICLE 20 - WAIVER OF CLAIMS

By entering into this Agreement, Concessionaire affirmatively represents and warrants that it has no claims of any kind against Miami-Dade County, its officers, elected officials, employees, or assigns as may have accrued through the execution of this Agreement, nor any claim of any kind arising out of any prior lease and concession agreement between Concessionaire and Miami-Dade County, without limitation, and any claims which Concessionaire could have brought relating such prior concession agreements, whether known or unknown, are waived and released, without limitation. Any Locations previously allocated to Concessionaire under any prior Lease and Concession Agreement, but which were never built out and operated by Concessionaire, shall be deemed abandoned by Concessionaire and Concessionaire shall have no claims or entitlement related to such Locations, except to the extent such Location is expressly granted to Concessionaire under this Agreement and is expressly listed on Exhibit A.

The Concessionaire hereby waives any and all claims it now has or may hereafter have against the County and the Department, and against any member, including, without limitation, all members of the Board of County Commissioners, officers, agents or employees of each, for any loss of anticipated profits caused by any suit or proceeding attacking directly or indirectly the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement or any part thereof, or by judgment or award in any suit or proceeding declaring this Agreement null and void or voidable, or delaying the same or any part thereof from being carried out. The Concessionaire hereby further waives any and all claims for compensation for any and all loss or damage sustained by reason of any delay in making the Location available to the

Concessionaire or by reason of any defects or deficiencies in the Location or in the terminal building including any defect or deficiency in the Location or in the terminal building which substantially impedes the Concessionaire's ability to operate a concession at the Location (if applicable) or because of any interruption in any of the services thereto, including, but not limited to, power, telephone, heating, air conditioning or water supply systems, drainage or sewage systems, and Concessionaire hereby expressly releases the County and Department, and their officers and employees, but not any other person or entity, from any and all demands, claims, actions, and causes of action arising from any of such causes.

This waiver expressly excludes any claims for recovery of the unamortized costs of improvements to the extent otherwise provided by this Agreement. By entering into this Agreement, Miami-Dade County affirmatively represents and warrants that it has no claims of any kind against Concessionaire, its officers, directors, managers, employees, or assigns as may have accrued through the execution of this Agreement, nor any claim of any kind arising out of any prior lease and concession agreement (including the Amended Original Agreement) between Concessionaire and Miami-Dade County, without limitation, and any claims which Miami-Dade County could have brought relating such prior concession agreements, whether known or unknown, are waived and released, without limitation; however, nothing contained herein shall waive or release any claims arising out of or relating to fraud or concealment on the part of Concessionaire, whether or not such claims are known or could be known on the part of the County, and any claims for unpaid wages under the County's Living Wage Ordinance.

ARTICLE 21 - REQUIRED, GENERAL AND MISCELLANEOUS PROVISIONS

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

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

21.03 CONCESSIONAIRE COVENANTS AND ASSURANCES:

A. Covenants Against Discrimination:

1. Concessionaire on behalf of itself, ;successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or

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

2. Concessionaire will provide to provide all information and reports required by said Code of Federal Regulations, or by directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its Location as may be determined by Department or the Federal Aviation Administration to be pertinent to ascertain whether there has been compliance with said Regulations and directives. Where any information required of Concessionaire is in the exclusive possession of another who fails or refuses to furnish this information, Concessionaire shall so certify to Department or the Federal Aviation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
3. In the event of a breach of any of the above nondiscrimination covenants, the Department shall have the right to impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate. Such rights shall include the right to terminate this Agreement and to reenter and repossess the Location and the improvements thereto and hold the same as if this Agreement had never been made. The rights granted to Department by the foregoing sentence shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

4. Concessionaire assures County that no person shall be excluded on the grounds of race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or veteran status, or status as victim of domestic violence, dating violence or stalking, as applicable, from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation Administration, Nondiscrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended from time to time. Concessionaire also assures the County that it will require its covered suborganizations to provide assurances to the same effect and provide copies thereof to the Department.
5. Concessionaire further assures County that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall on the grounds of race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or veteran status, or status as victim of domestic violence, dating violence or stalking be excluded from participating in any activity conducted at or in connection with its operations at the Location. Concessionaire also assures County that it will require its contractors to provide assurances to the same effect and ensure that such assurances are included in contracts and Sub-Lease agreements at all tiers which are entered into in connection with Concessionaire's services hereunder.
6.
 - a) This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, Subpart F. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or veteran status, or status as victim of domestic violence, dating violence or stalking, as applicable, in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, Subpart F.
 - b) Concessionaire agrees to include the above statements in any subsequent concession agreements that it enters into and cause those businesses to similarly include the statements in further agreements.
7. County may from time to time be required by the United States Government or one or more of its agencies, to adopt additional or amended provisions including nondiscrimination provisions concerning the use and operation of the Airport, and Concessionaire agrees that it will adopt such requirements as part of this Agreement.

21.04 RIGHT TO MODIFY: The parties hereto covenant and agree that, during the Term and/or Extension, if applicable, this Agreement may be unilaterally modified by the Department, upon advice of its legal counsel, to conform to judicial or Federal Trade Commission or FAA

rulings or opinions. This Sub-Article shall not preclude Concessionaire from contesting said rulings or opinions, but the Concessionaire shall abide by the unilateral change while such a challenge is pending. Except as otherwise specifically provided in this Agreement, this Agreement may not be modified except by a written instrument signed by both parties.

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

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

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

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

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

1. The Concessionaire shall, at its own cost and expense, procure and keep in force during the Term and any Extension thereto if applicable, all necessary licenses, registrations, certificates, bonds, permits, and other authorizations as are required by law in order for the Concessionaire to provide its services hereunder and shall pay all taxes, (including sales and use taxes), assessments including, without limitation, storm water utility fees and impact fees which may be assessed, levied, exacted or imposed by all governmental authorities having jurisdiction on Concessionaire's property, on its services, on its Gross Revenues, on its income, on this Agreement and the fees payable to the County hereunder, on the rights and privileges granted to the Concessionaire herein, on the Location and on any and all equipment installed on the Location and the Concessionaire

shall make and file all applications, reports, and returns required in connection therewith.

2. The Concessionaire agrees to repair promptly, at its sole cost and expense and in a manner acceptable to the Department, any damage caused by the Concessionaire, officers, agents, employees, contractors, subcontractors, licensees or invitees to the Airport, or any equipment or property located thereon.
3. The Concessionaire is not authorized to act as the County's agent hereunder and shall have no authority, express or implied, to act for or bind the County hereunder and nothing contained in this Agreement shall be deemed or construed by the County or the Concessionaire or by any third party to create the relationship of partnership or of joint venture. No provision of this Agreement shall be deemed to make the County the joint employer of any employee of the Concessionaire.
4. The County shall have the right during the Concessionaire's normal business hours (and at any time during an emergency) to inspect the Location and the property of the Concessionaire located thereon, to enforce this Agreement, to enforce applicable laws and regulations, and to protect persons and property.
5. The Article and paragraph headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any provision of this Agreement.
6. Time is expressed to be the essence of this Agreement.
7. This Agreement will inure to the benefit of and shall be binding upon the parties hereto and their authorized successors and assigns.
8. If any covenant, condition, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such holding shall not affect the validity of any other covenant, condition or provision contained herein.
9. Except as otherwise provided herein, if certain action may be taken only with the consent or approval of the County, or if a determination or judgment is to be made by the County, such consent or approval may be granted or withheld, or such determination or judgment shall be made, in the sole discretion of the County or the County.
10. The County's Ethics Commission has also adopted rules delineating the responsibilities of lobbyists and County personnel in implementing the requirements of the lobbying section of the Conflict of Interest and Code of Ethics Ordinance. The Concessionaire shall comply with these requirements.

21.10 FORCE MAJEURE:

Performance by each party shall be pursued with commercially reasonable efforts in all requirements under this Agreement; however, except as otherwise expressly provided herein, neither party shall be liable to the other for any loss or damage for delay due to causes that (i) were beyond the reasonable control and (ii) were not caused by the negligence or lack of commercially reasonable efforts of the affected party or its subcontractors or suppliers. The

parties agree that, provided the conditions stated in (i) and (ii) above apply, the following are causes or events of force majeure: acts of civil or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), riot or insurrection, inability to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics and unusually severe floods, or acts or decisions of the Federal Aviation Administration, the Department of Transportation, the Transportation Security Administration, or the Environmental Protection Agency. The party affected shall provide written notice to the other party indicating the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby and shall exercise due diligence to mitigate the effect of the delay. The parties agree that the commercial impacts of COVID-19 are currently known to the parties, and that commercial impacts related to COVID-19 shall not constitute force majeure events.

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

21.11 EMPLOYABILITY 305: Pursuant to Resolution 230-22, County vendors are encouraged to employ individuals with disabilities, including those with Neurodivergent disorders.

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

IF THE CONCESSIONAIRE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONCESSIONAIRE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE MIAMI DADE AVIATION RECORDS CUSTODIAN, EDMUNDO PORTA (305) 876-0933; EPORTA@FLYMIA.COM; MIAMI-DADE AVIATION

**DEPARTMENT, RISK MANAGEMENT & SUPPORT SERVICES, P.O.
BOX 025504, MIAMI, FLORIDA 33102-5504.**

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

21.14 FAA SPECIAL PROVISIONS: Exhibit L, attached hereto and incorporated by reference, outlines the provisions currently required under applicable Federal Aviation Administration (FAA) guidelines. The Consultant shall comply with the terms of Exhibit L as amended from time to time. The Mayor or the Mayor’s designee shall have the authority to administratively update Exhibit L to reflect revisions, additions, or removals of required FAA provisions as issued through official FAA guidance, without the need for formal amendment to this agreement. Any such administrative updates shall be provided in writing to the Consultant through an updated version of Exhibit L. Such updated version of Exhibit L shall be identified as Exhibit L.A, with each updated Exhibit L thereafter being identified by successive alphabetical identification (i.e., Exhibit L.B, Exhibit L. C, and so on) with the latest alphabetical version of Exhibit L governing unless otherwise specified.

21.15 U.S. SOCCER FEDERATION 2026 WORLD CUP

The terms of this agreement are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018. In carrying out its obligations under this Contract, the Concessionaire 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 Concessionaire’s rights or obligations under this Agreement are in conflict with the County’s obligations under the Airport Agreement, and upon notice by the County to the Concessionaire, the terms of this Agreement shall be deemed conformed to the County’s obligations under the Airport Agreement. Where such conformance would cause a material change in this Agreement, Concessionaire 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 Agreement for convenience; in such termination, the Concessionaire 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 Agreement does not elect to terminate this Agreement within the time specified herein, this Agreement shall be deemed to have been amended via consent of the parties to conform its terms to the

requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

NOTE: The Agreement between Miami-Dade County and the U.S. Soccer Federation is available at:

<http://www.miamidade.gov/govaction/legistarfiles/MinMatters/Y2018/180129min.pdf>

21.16 Supplier/Vendor Registration / Conflict of Interest

a) Supplier/Vendor Registration

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

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

The Supplier/Vendor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in INFORMS at <https://supplier.miamidade.gov>.b) Conflict of Interest and Code of Ethics

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

21.17 (NOT USED) COUNTY USER ACCESS PROGRAM (UAP)

21.18 PROHIBITION AGAINST GOVERNMENTAL ENTITY CONTRACTS WITH COMMON CARRIER or CONTRACTED CARRIER: 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 O - 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.

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

- (a) the required Cybersecurity Product is not produced in the United States, or if such required Cybersecurity Product is produced in the United States and it is not of a satisfactory quality to meet the needs of Miami-Dade County;
- (b) upon a written recommendation of the County Mayor and approved by a majority vote of the Board of County Commission members present, compliance with the procurement and contracting requirements of [Sec. 2-8.2.6.2 of the Code of Miami-Dade County](#), is not consistent with the best interests of the public; or,

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

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

21.20 VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

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

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

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

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

21.21 KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED

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

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as the

Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the “Affidavit”) as part of Exhibit H and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract.

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

21.22 CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

PROHIBITED: By entering into this Contract, the Contractor affirms that it is not in violation of Section 287.138, Florida Statutes (F.S.) titled Contracting with Entities of Foreign Countries of Concern Prohibited. Contractor further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual’s personal identifying information if: a) the Contractor is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Contractor; or c) the Contractor is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)–(c) of Section 287.138, F.S. The affirmation by the Contractor shall be in the form attached to this Contract, Entities of Foreign Countries of Concern Prohibited Affidavit, as part of Exhibit H. This Contract shall not be effective unless and until Contractor executes such Affidavit.

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

CONCESSIONAIRE

AIRBALL SPORTS II, LLC
(Legal Name of Corporation)

ATTEST:

Secretary _____
(Signature)

(Type Name & Title)

By: _____

Concessionaire - Signature

Name: Samuel D. Schulman

(Vice President)

INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE

Legal Name

By: _____
Signature

(Type Name & Title)

Legal Name

By: _____
Signature

(Type Name & Title)

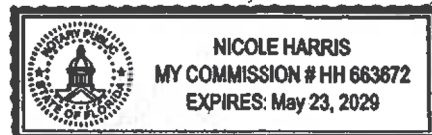
Attest: _____

Name of Managing Joint Venture:

Witness: _____

By: _____
Signature of Authorized Representative
of the Joint Venture

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



Nicole Harris

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

By: _____
Mayor

Approved for Form
and Legal Sufficiency

Attest:

Assistant County Attorney

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

Resolution No.: _____

Date: _____

Exhibit A - Location

EXHIBIT B - INFORMATION TECHNOLOGY SECURITY MATRIX

VERSION 112024 REV. A

H.R. 5515

In accordance with US House of Representatives H.R. 5515 “National Defense Authorization Act for Fiscal Year 2021” House Bill, the Solution shall not utilize products or services from the manufacturers listed therein. [DOD Releases List of People's Republic of China \(PRC\) Military Companies in Accordance With Section 1260H of the National Defense Authorization Act for Fiscal Year 2021 > U.S. Department of Defense > Releases](#)

Use of Miami-Dade County Data and Systems:

1. **Access Control:** Miami-Dade County (MDC) employees, system users, contractors or those operating on their behalf are prohibited from incorporating or using AI-enabled services in such a way that Miami-Dade County data is uploaded or made available for data mining or usage. Uploading, copying, sharing, or transmitting any sensitive Miami-Dade created or managed data via methods or software not explicitly allowed are prohibited. This includes any PCI, PII, HIPAA, CJIS or other data that is created or managed by or on behalf of Miami-Dade County. Access controls are to be guided by the Miami-Dade County Enterprise Security Policy. The MDC Enterprise Security Policy is available to responsive bidders or upon request approved by the MDC Enterprise Security Office.
2. **Data Protection:** All data processed by Cloud-based or AI-enabled technologies must be protected from unauthorized access, theft, and misuse. Data must be encrypted in transit and at rest, and access controls should be in place to ensure that only authorized users can access the data. Data should be stored securely, and backups must be kept in a secure location. Usage of said data by the Cloud or AI provider must be communicated and agreed to, with consideration to transparency and with human oversight of use and potential abuse or misuse.
3. **Monitoring:** Any Cloud-based or AI-enabled technologies must be monitored for unusual activity or unauthorized access. Logs and alerts should be reviewed regularly, and security analytics should be used to identify potential threats or hallucinations.
4. **Vulnerability Management:** Any Cloud-based or AI-enabled technologies must be regularly assessed for vulnerabilities and weaknesses. Regular vulnerability scans and penetration testing must be conducted, and security assessments must be performed to identify areas of improvement.
5. **Incident Response:** Abuse or misuse to the extent that it endangers the security or privacy of Miami-Dade County citizens, users, data, personnel, or facilities must be reported according to the Miami-Dade County Enterprise Security Office Incident Response Plan.
6. **Training and Awareness:** All employees must receive training on the secure use of any Cloud-based or AI-enabled technologies. This should include best practices for data protection, access controls, and incident response.
7. **Compliance:** Any Cloud-based or AI-enabled technologies must be compliant with relevant laws and regulations, such as GDPR, HIPAA, and CCPA as well as compliant with Miami-Dade County Security Policy and the overall policies and procedures of Miami-Dade County. Regular audits should be conducted to ensure compliance.
8. **Risk Management:** A risk management program should be in place to identify and mitigate risks associated with the use of any Cloud-based or AI-enabled technologies. Risks should be regularly assessed, and appropriate controls should be put in place to mitigate those risks.
9. **Coordinated Vulnerability Disclosure:** Miami-Dade County follows a vulnerability disclosure model in which a vulnerability or an issue is disclosed to the public only after the responsible parties have been allowed sufficient time to patch or remedy the vulnerability or issue.

Instructions

- **Purpose:** This security matrix is designed to assess the security controls implemented by external vendors and contractors.
 - **Instructions:** This form should be completed by someone who is familiar with the proposed system and can answer technical security questions such as a Product Manager, CISO, CTO, CIO. Please save the completed file to include the name of the product and return the completed matrix in a **machine-readable format (e.g., Word or PDF)**.
 - For each functionality listed below, please select the code that best corresponds to your response and enter it in the **'Meet (Y/C/M/N)' column**. Provide detailed explanations or comments in the 'Detailed Explanation' column to clarify how the functionality is addressed. Provide diagrams and additional documentation when you return the completed security matrix.
 - **Response Codes:**
 - **Y – Fully met without configuration or modification.**
 - **C – Met via configuration (without changing base source code).**
 - **M – Met via modification of the base source code.**
 - **N – Not met. If an alternative compensating control is being proposed, please provide a detailed explanation. A blank or "N/A" response will be interpreted as "N".**
-

Vendor Information

- **Vendor Name:**
- **Contact Person:**
- **Title:**
- **Email:**
- **Phone Number:**

Security Matrix

A. Data Classification and Protection

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
1	Type of Data Processed: Indicate all types of data your solution processes. Remove any that do not apply: - PII (Personally Identifiable Information) - PCI (Payment Card Industry) - PHI (Protected Health Information) - <u>Critical Infrastructure</u> - SCADA / ICS / OT - HR (Human Resources) - CJIS (Criminal Justice Information Services) - HIPAA - Financial Records - Other (please specify)			NIST CSF ID.AM-5; ISO 27001 A.8
2	Compliance and Risk Assessments: Has a SOC 2 Type II or other risk assessment been performed within the last 12 months? Please provide the most recent report.			NIST CSF ID.GV-1; SOC 2, ISO 27001

B. Risk Assessments and Compliance

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
3	Compliance Certifications: Does the solution comply with any of the following standards? Please check all that apply and provide supporting documentation. - ISO/IEC 27001 - PCI DSS v4.0.1 - HIPAA - StateRAMP / FedRAMP - Other (please specify)			NIST CSF ID.GV-2; ISO 27001; StateRAMP; FedRAMP, PCI 4.0.1

C. Identity and Access Management

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
4	Unique User Identification: The solution uniquely identifies each user.			NIST CSF PR.AC-1; CIS Control 6.2
5	Integration with Directory Services: The solution integrates with Microsoft Active Directory or Azure Active Directory (EntraID) for user authentication of internal users using protocols such as SAML, OAuth 2.0, or OpenID Connect.			NIST CSF PR.AC-1; CIS Control 6.1
6	Principle of Least Privilege (Operating Systems): The solution can be installed and maintained in accordance with the principle of least privilege for operating systems.			NIST CSF PR.AC-6; CIS Control 4
7	Principle of Least Privilege (Database Systems): The solution can be installed and maintained in accordance with the principle of least privilege for database systems.			NIST CSF PR.AC-6; CIS Control 4
8	Unique Process Identification: The solution uniquely identifies each process (system, service, Managed Service Accounts).			NIST CSF PR.AC-4; CIS Control 4
9	Scheduled Password Rotation: The solution supports scheduled password rotation of process accounts.			NIST CSF PR.AC-5; CIS Control 6.1
10	Disable or Rename Default Accounts: Default system accounts can be			NIST CSF PR.AC-1;

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
	disabled or renamed (e.g., administrator/admin, guest).			CIS Control 5
11	Inactive Account Management: Accounts are automatically disabled after a configurable period of inactivity (e.g., 90 days).			NIST CSF PR.AC-4; CIS Control 16.11
12	Password Authentication: The solution utilizes account passwords for authentication and supports passphrase best practices.			NIST CSF PR.AC-1; CIS Control 6
13	Password Complexity Requirements: User password complexity is configurable to allow for a minimum of 14 characters comprised of upper and lower-case letters, numbers, and special characters. System Accounts require complex passwords with a minimum of 25 characters and must be changed every 180 days. Use of Group Managed Service Accounts (gMSA) is strongly recommended.			NIST CSF PR.AC-1; CIS Control 6.3
14	Password Suppression: Passwords are suppressed (not echoed back) when entered by users.			NIST CSF PR.AC-1; CIS Control 6.5
15	Multi-Factor Authentication (MFA): The solution supports MFA for user authentication. Phishing Resistant Authentication is strongly recommended.			NIST CSF PR.AC-7; CIS Control 6.8
16	Encryption of Credentials in Transit: User login credentials are encrypted			NIST CSF PR.DS-2;

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
	during transmission with a minimum of AES 256-bit encryption.			CIS Control 3.1
17	Password History and Reuse: The solution supports password history functionality to prevent reuse of a configurable number of prior passwords (minimum of 10).			NIST CSF PR.AC-1; CIS Control 6.4
18	Administrative Password Aging: The solution supports administrative password aging of 30 days.			NIST CSF PR.AC-1; CIS Control 6.3
19	Password Reset Capability: Administrative accounts have the capability of resetting passwords.			NIST CSF PR.AC-1; CIS Control 6
20	Self-Service Password Reset with Challenge Questions: The solution provides user self-service password reset functionality utilizing challenge-response authentication.			NIST CSF PR.AC-1; CIS Control 6.6
21	Challenge Question Security: Self-service challenge responses are comprised of at least 8 questions, with responses stored securely using AES 256-bit encryption.			NIST CSF PR.AC-1; CIS Control 6.6
22	Configurable Login Attempt Limits: The solution supports limiting unsuccessful login attempts to 5 before locking out or disabling the account.			NIST CSF PR.AC-7; CIS Control 16.7
23	Concurrent Session Control: The solution supports limiting concurrent user sessions to 1 by default;			NIST CSF PR.AC-7;

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
	administrators can configure the number.			CIS Control 16.9
24	Account Lockout/Disable Capability: Administrators can lock or disable accounts whenever necessary.			NIST CSF PR.AC-4; CIS Control 16.4
25	Pre-Login Banner: The solution can display a customizable pre-login warning banner stating that unauthorized access is prohibited.			NIST CSF PR.PT-2; CIS Control 16.1
26	Role-Based Access Control (RBAC): The solution supports managing users based on group membership and assigning/revoking specific privileges.			NIST CSF PR.AC-4; CIS Control 5
27	User Rights and Privileges Reporting: Tools and reports are available to enumerate user rights, group membership, access permissions, or user profiles.			NIST CSF PR.DS-6; CIS Control 4.4
28	Account Password Encryption in Storage: System Accounts, Passwords, Certificates, Keys, and other secrets are stored hashed and salted using strong cryptographic algorithms (e.g., SHA-256 with salt).			NIST CSF PR.DS-1; CIS Control 14.4

D. Audit Logging and Monitoring

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
29	Audit Logging Capability: The solution captures audit logs of successful and unsuccessful logins, records viewed, printed, added, deleted, or modified, and retains logs for at least 5 years plus current.			NIST CSF DE.AE-3; CIS Control 8
30	Audit Log Details: Logs capture date and time, user account, source IP address, event details, and success or failure of the event.			NIST CSF DE.AE-3; CIS Control 8
31	Audit Mechanism Protection: Administrators cannot disable the audit mechanism.			NIST CSF PR.PT-1; CIS Control 8.8
32	Audit Log Integrity: Audit logs are protected from unauthorized access and alteration (e.g., sent to a SIEM in addition to local storage).			NIST CSF PR.PT-1; CIS Control 8.5
33	Audit Log Tamper Prevention: Users and administrators are prevented from modifying, deleting, or adding log entries.			NIST CSF PR.PT-1; CIS Control 8.5
34	Intrusion Detection and Prevention: The solution is protected using Intrusion Detection and Prevention Systems (IDS/IPS).			NIST CSF DE.CM-1; CIS Control 9
35	Protection Against DDoS Attacks: The solution is protected against Distributed Denial of Service (DDoS) attacks.			NIST CSF PR.DS-5; CIS Control 9



Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
36	Security Event Notifications: The solution generates outbound alerts and notifications. Explain the data contained in these messages (e.g., email alerts, automated reports, SNMP v.3 traps).			NIST CSF DE.DP-5; CIS Control 8.7

E. Software and Configuration Management

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
37	Microsoft Enterprise Access Model Compliance: The solution can be installed and maintained according to the Microsoft Enterprise Access Model .			NIST CSF PR.IP-1; CIS Control 4
38	Software Version Control: The solution prevents outdated software versions from accessing the Database Management System (DBMS).			NIST CSF PR.IP-1; CIS Control 2.3
39	Patch Management: The solution is regularly patched with appropriate security patches within specified timeframes: - Critical patches: within 14 days of release - High patches: within 30 days - Medium and Low patches: within 90 days			NIST CSF PR.IP-12; CIS Control 7
40	Vulnerability Management: Regular vulnerability scans are performed (e.g., monthly) using tools like Nessus or Qualys. Reports are shared upon request.			NIST CSF PR.IP-12; CIS Control 7
41	Application Security Testing: Regular application vulnerability scans are conducted using tools like WebInspect, Veracode, or AppScan. Dynamic and Static Application scans are preferred.			NIST CSF PR.IP-12; CIS Control 18



Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
42	Change Control Processes: Application vulnerability scanning (e.g., PCI DSS, OWASP Top 10) is performed prior to production migration of changes. Medium, High, and Critical vulnerabilities are remediated before migration. Reports are shared upon request.			NIST CSF PR.IP-3; CIS Control 6.1

F. Data Encryption and Transmission

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
43	Data Encryption in Transit: Sensitive data is encrypted during transmission over the network using a minimum of TLS 1.2 with AES 256-bit encryption.			NIST CSF PR.DS-2; CIS Control 3.11
44	Data Encryption at Rest: Sensitive information is encrypted while in storage using a minimum of AES 256-bit encryption.			NIST CSF PR.DS-1; CIS Control 14
45	Encryption over External Networks: Sensitive information is encrypted for transmission over external networks using a minimum of AES 256-bit encryption.			NIST CSF PR.DS-2; CIS Control 3.11

G. Cloud Hosting and Infrastructure Security

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
46	Data Center Compliance: If cloud-hosted, the solution is hosted in an audited data center complying with ISO/IEC 27001, SOC 2 Type II, StateRAMP, or FedRAMP standards. Provide the latest audit report.			NIST CSF PR.AC-5; StateRAMP; FedRAMP
47	Employee Access Controls: Controls prohibit hosting employees or third-party personnel from accessing, viewing, or modifying customer confidential data. Describe controls used, including encryption and key storage mechanisms.			NIST CSF PR.AC-5; CIS Control 14

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
48	High Availability and Failover: The solution is highly available with active-active or active-passive failover between geographically diverse data centers.			NIST CSF PR.DS-4; CIS Control 12
49	Data Residency: System and data are physically located within the Continental United States.			NIST CSF PR.DS-5
50	Network Accessibility: System is accessible from the County's network and proxy infrastructure.			NIST CSF PR.AC-3
51	Session Encryption: All sessions are encrypted from initiation to termination using validated encryption ciphers (TLS 1.2 or higher).			NIST CSF PR.DS-2; CIS Control 3.11
52	Regular Vulnerability Scanning: Monthly vulnerability scans are performed using tools like Nessus, Tenable, or Qualys. Reports will be shared with the County if requested.			NIST CSF PR.IP-12; CIS Control 7
53	API Security: APIs use API key security (X-API-Key) or demonstrate alternate security controls.			NIST CSF PR.AC-1; CIS Control 14.8

H. Software Integrity and Secure Development

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
54	Prevent Changes to Records: Users, developers, DBAs, or administrators cannot alter posted,			NIST CSF PR.IP-4; CIS Control 5



Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
	completed, or closed transaction records.			
55	Rollback Processes: Rollback processes are incorporated into the database for all critical transactions.			NIST CSF PR.IP-4; CIS Control 10.5
56	Outdated Software Access Prevention: The solution prevents outdated software versions from accessing the DBMS.			NIST CSF PR.IP-1; CIS Control 2.3

I. Artificial Intelligence (AI) and Machine Learning (ML) Controls

- Note:** This section addresses security controls specific to systems utilizing Artificial Intelligence (AI) and Machine Learning (ML). These controls ensure the trustworthy, secure, and ethical use of AI/ML technologies. Please refer to NIST.AI.600-1.pdf for detailed guidance.

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
57	AI Governance and Oversight: The organization has established governance structures and policies for AI/ML system development and deployment, including defined roles and responsibilities.			NIST.AI.600-1.pdf; NIST AI RMF GOV
58	AI Risk Management Framework Application: The organization applies a risk management framework specific to AI/ML systems to identify, assess, and mitigate risks throughout the AI lifecycle.			NIST.AI.600-1.pdf; NIST AI RMF MAP
59	Data Quality and Integrity for AI/ML: Data used for training and testing AI/ML models is assessed for quality, relevance, and potential biases. Processes ensure data integrity and accuracy.			NIST.AI.600-1.pdf; NIST AI RMF MEASURE
60	Model Transparency and Explainability: AI/ML models are designed to be interpretable, with mechanisms to explain model decisions to stakeholders as appropriate.			NIST.AI.600-1.pdf; NIST AI RMF MANAGE
61	Security of AI/ML Systems: The AI/ML systems are protected against adversarial attacks (e.g., data poisoning, model inversion). Security controls safeguard AI assets and processes.			NIST.AI.600-1.pdf; NIST AI RMF SECURE

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
62	Privacy Protection in AI/ML: Measures protect personal and sensitive information used in AI/ML systems, including compliance with data protection regulations and techniques like differential privacy.			NIST.AI.600-1.pdf; NIST AI RMF PROTECT
63	Fairness and Bias Mitigation: The organization identifies and mitigates biases in AI/ML models to promote fairness and prevent discrimination against any group.			NIST.AI.600-1.pdf; NIST AI RMF MEASURE
64	Monitoring and Maintenance of AI/ML Systems: Continuous monitoring detects performance degradation, biases, or security incidents in AI/ML systems, with processes for model updates.			NIST.AI.600-1.pdf; NIST AI RMF MANAGE
65	Ethical Considerations and Compliance: The organization adheres to ethical guidelines and legal requirements related to AI/ML, including transparency and accountability.			NIST.AI.600-1.pdf; NIST AI RMF GOV
66	Third-Party AI Components Management: If using third-party AI/ML components or services, the organization ensures they meet the same security and ethical standards, including due diligence.			NIST.AI.600-1.pdf; NIST AI RMF GOV
67	Incident Response for AI/ML Systems: The organization has incident response plans that include scenarios specific to AI/ML systems, such as model failures or adversarial attacks.			NIST.AI.600-1.pdf; NIST AI RMF RESPOND



Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
68	Documentation and Reporting of AI/ML Models: Comprehensive documentation of AI/ML models, including design decisions, training data, and testing results, is maintained and available for review.			NIST.AI.600-1.pdf; NIST AI RMF GOV

J. Software Bill of Materials (SBOM)

- **AGPL POLICY WARNING:** Code licensed under the GNU Affero General Public License (AGPL) **MUST NOT** be used at Miami-Dade County.

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
69	SBOM Creation and Maintenance: An SBOM must be created and maintained for all software projects, listing all third-party libraries and their associated metadata.			NIST SP 800-161; CIS Control 2.3
70	SBOM Submission Formats: SBOMs must be submitted in CycloneDX or SPDX formats. If these formats are unavailable, a fillable form template must be used to capture the required information. At a minimum, the following details must be documented for each third-party library: Software Component or Library Name, Author, Version, Last Updated Date, Website, and License.			NIST SP 800-161; CIS Control 2.3
71	Regular SBOM Updates and Reviews: The SBOM must be updated and reviewed regularly to ensure accuracy and completeness.			NIST SP 800-161; CIS Control 2.3
72	Licensing Compliance Review: A licensing compliance review must be conducted, and the results must be signed by the developer's management before any third-party library is used in production.			NIST CSF ID.SC-3; ISO 27001 A.18.1.3

General Comments

- Please provide any additional information or clarifications below:

Notes:

- **Applicability of Sections:** Ensure you complete all sections relevant to your solution, including the new Software Bill of Materials (SBOM) section.
- **AGPL Policy Compliance:** Under no circumstances should code licensed under the **GNU Affero General Public License (AGPL)** be used in solutions provided to Miami-Dade County.
- **Compensating Controls:** For any "N" responses, please provide detailed explanations of compensating controls or alternative solutions in the 'Detailed Explanation' column.
- **Evidence and Documentation:** Please provide supporting documents where applicable, such as SBOM files, policy documents, certificates, audit reports, or AI/ML governance frameworks.
- **Priority Levels:** Some functionalities may be marked as High Priority. These are critical requirements that must be met for compliance.
- **Data Protection Regulations:** Ensure compliance with relevant data protection laws such as GDPR, CCPA, or other applicable regulations.
- **Ethical AI Practices:** Adherence to ethical guidelines in AI development and deployment is crucial for maintaining trust and compliance.
- **SBOM Importance:** Maintaining an accurate and up-to-date SBOM is essential for supply chain security and vulnerability management.

Glossary of Terms and Acronyms

- **2FA:** Two-Factor Authentication
- **ADFS:** Active Directory Federation Services
- **AES:** Advanced Encryption Standard
- **AGPL:** GNU Affero General Public License
- **AI:** Artificial Intelligence
- **AI RMF:** Artificial Intelligence Risk Management Framework
- **API:** Application Programming Interface
- **CJIS:** Criminal Justice Information Services
- **CIS Controls:** Center for Internet Security Controls
- **CISO:** Chief Information Security Officer
- **CycloneDX:** A software bill of materials (SBOM) standard designed for use in application security contexts and supply chain component analysis
- **DDoS:** Distributed Denial of Service
- **DBA:** Database Administrator
- **DBMS:** Database Management System
- **EDR:** Endpoint Detection and Response
- **EOL:** End of Life
- **FedRAMP:** Federal Risk and Authorization Management Program
- **FIDO2:** Fast Identity Online 2, an authentication standard that enables phishing-resistant authentication methods
- **FIM:** Federated Identity Management
- **gMSA:** Group Managed Service Accounts
- **Group Managed Service Accounts (gMSA):** A feature in Microsoft Windows Server that provides automatic password management and simplified Service Principal Name (SPN) management for service accounts running on multiple servers. gMSAs allow services to share a common identity across multiple servers or instances, enhancing security and ease of management.
- **HIPAA:** Health Insurance Portability and Accountability Act
- **HR:** Human Resources
- **IDS/IPS:** Intrusion Detection System/Intrusion Prevention System
- **ISO/IEC 27001:** International Organization for Standardization/International Electrotechnical Commission 27001
- **MFA:** Multi-Factor Authentication
- **ML:** Machine Learning
- **NIST:** National Institute of Standards and Technology
- **NIST CSF:** NIST Cybersecurity Framework
- **OWASP:** Open Web Application Security Project
- **PCI DSS:** Payment Card Industry Data Security Standard.
- **PHI:** Protected Health Information
- **PII:** Personally Identifiable Information
- **Phishing Resistant Authentication:** Authentication methods designed to prevent phishing attacks by eliminating reliance on shared secrets (like passwords) that can be stolen or intercepted. This typically

involves using cryptographic authentication techniques, such as hardware security keys compliant with FIDO2/WebAuthn standards, certificate-based authentication, or biometric factors.

- **RBAC:** Role-Based Access Control
- **RDBMS:** Relational Database Management System
- **SAML:** Security Assertion Markup Language
- **SBOM:** Software Bill of Materials
- **SIEM:** Security Information and Event Management
- **SHA:** Secure Hash Algorithm SHA-256 or better is required.
- **SNMP:** Simple Network Management Protocol. SNMP v.3 or better is required.
- **SOC 2:** System and Organization Controls 2
- **SOX:** Sarbanes-Oxley Act
- **SPDX:** Software Package Data Exchange, an open standard for communicating software bill of material information
- **SSAE 16:** Statement on Standards for Attestation Engagements No. 16
- **SSO:** Single Sign-On
- **StateRAMP:** State Risk and Authorization Management Program
- **TLS:** Transport Layer Security

References

- **NIST SP 800-161:** *Supply Chain Risk Management Practices for Federal Information Systems and Organizations*
 - Provides guidance on identifying, assessing, and mitigating risks throughout the supply chain at all levels of the organization.
 - [Link to NIST SP 800-161](#)
- **CIS Controls v8:** Center for Internet Security Critical Security Controls Version 8
 - Control 2.3: Addressing software inventory and control.
- **ISO/IEC 27001 A.18.1.3:** Protection of records
 - Ensures records are protected from loss, destruction, falsification, and unauthorized access or release.
- **NIST.AI.600-1.pdf:** NIST Artificial Intelligence Risk Management Framework (AI RMF 1.0)
 - Provides guidelines for managing risks associated with AI systems to promote trustworthy and responsible AI.
 - [Link to NIST AI RMF 1.0](#)



Submission Guidelines

- **Deadline for Submission:** [Insert Deadline]
 - **Preferred Format:** Please return the completed matrix in a **machine-readable format (e.g., Word or PDF)**.
 - **Contact for Queries:** [Insert Contact Name and Email]
 - **Confidentiality Assurance:** Your responses will be treated confidentially and used solely for the purpose of assessing the security controls for the proposed system.
-

Vendor Declaration

- I hereby attest that the information provided in this security matrix is accurate and complete to the best of my knowledge.
 - **Authorized Signature:**
 - **Name:**
 - **Title:**
 - **Date:**
-

Exhibit C - Surety Performance and Payment Bond

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We _____, as Principal, whose principal business address is _____, as Contractor under the Contract dated _____, 20 ____, between Principal and Miami-Dade County for the construction of _____

Project No. _____ (hereinafter referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of **[Dollars]** **[\$]**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all the Work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; provided, however, that any action instituted by such claimant under this paragraph for payment must be in accordance with notice and time limitation provisions in Section 255.05(2), Florida Statutes; and
3. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its Work or materials within five (5) years after completion of the Work under the Contract; and
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, including all warranties and curing all latent defects within five (5) years after completion of the Work under the Contract;

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

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

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

SURETY PERFORMANCE AND PAYMENT BOND (Cont'd)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20 ____.

CONTRACTOR

(Contractor Name)

BY:

(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

SURETY:

(Copy of Agent's current
Identification Card as issued by
State of Florida Insurance Commissioner must be attached) By:

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

Exhibit D - Payment Security (Lease Guarantee Bond & Letter of Credit Format

Exhibit D
PAYMENT SECURITY (LEASE GUARANTEE BOND)

Bond No. _____

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

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

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

Provided, however, this bond shall be in full force and effect for the term of the Agreement
But may be renewed annually thereafter by the principal with written consent of the Surety by
issuing a Continuation Certificate, no later than thirty (30) days prior to the renewal date. Provided
further, however, that regardless of the number of years this bond may be in force, the aggregate
liability of the Surety shall not be cumulative and is limited to the stated penal sum.

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

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

In The Presence Of:

_____ (Seal)

Witness By: _____

Witness: _____ Surety: _____ (Seal)

By: _____

(PAYMENT SECURITY)

Irrevocable Standby Letter of Credit

(On bank's letterhead)

Date: _____

L.O.C. No. _____

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

Gentlemen:

By order of (Name of User) , we hereby issue our Irrevocable Standby Letter of Credit No. _____ in your favor in an amount not to exceed

\$ _____ in US Funds, effective immediately, and expiring at the close of business on _____, 20__ at our counters at _____.

Funds under this Letter of Credit are available to you against your draft(s) drawn on us at sight, identifying your Letter of Credit number. Each such draft(s) must be accompanied by your written statement to be signed by an official of the Miami Dade Aviation Department reading as follows:

“that (Name of User) has failed to comply with the terms of the Agreement entered into with the Miami-Dade Aviation Department”, and “we are hereby presenting our draft for payment.”

Partial drawings under this Letter of Credit are permitted.

This Letter of Credit shall be valid until _____, 20__ and shall thereafter be automatically renewed without amendment for successive one-year periods upon each anniversary or before the above expiration date unless we notify you in writing by overnight courier at your above address, at least sixty (60) days prior to the above stated expiration date, that we elect not to renew this Letter of Credit.

In the event that we elect not to extend this Letter of Credit and notify you as above then this Letter of Credit shall be available by your draft at sight on us, which need not be accompanied by the above mentioned statement.

We hereby engage with you that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us if presented at our counters with this original Letter of Credit while this Letter of Credit is in force and effect.

Except so far as otherwise expressly stated, This Standby Letter of Credit is subject to and governed by the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce (Publication 600).

Issuing Bank

By: _____
Signature

(Print Name)

(Print Title)

Bond No. _____

7765 N.W. 148 STREET
MAIL CODE:2-INTOPS-3803
MIAMI LAKES, FLORIDA 33016
ATTN: INTERNATIONAL TRADE SERVICES
PHONES: 305-461-6850 OR 305-569-2029 OR 305-569-2003
FAX:305-569-3545
EMAIL:INTERNATIONALTEAM@BANKUNITED. COM

DATE: JANUARY 20, 2012

OUR REFERENCE NUMBER: 20000099

BENEFICIARY:

MIAMI DADE AVIATION DEPARTMENT
ATTN:CREDIT MANAGER
4200 NW 36TH STREET, BLDG 5A,
SUITE 300, MIAMI, FLORIDA 33122

APPLICANT:

AIRBALL SPORTS II, LLC
201 S. BISCAYNE BLVD.
SUITE 800
MIAMI, FLORIDA 33131

ORIGINAL AMOUNT: USD 78,337.12

EXPIRATION DATE: JANUARY 19, 2013

EXPIRATION PLACE: OUR COUNTERS

GENTLEMEN:

BY ORDER OF AIRBALL SPORTS II, LLC, WE HEREBY ISSUE OUR IRREVOCABLE
STANDBY LETTER OF CREDIT NO. STB20000099 IN YOUR FAVOR IN AN AMOUNT NOT
TO EXCEED \$78,337.12 IN US FUNDS, EFFECTIVE IMMEDIATELY, AND EXPIRING
AT THE CLOSE OF BUSINESS ON JANUARY 19, 2013 AT OUR COUNTERS AT
BANKUNITED 7765 N.W 148TH, STREET, MIAMI LAKES, FLORIDA 33016 ATTN:
INTERNATIONAL DIVISION.

FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE TO YOU AGAINST YOUR
DRAFT(S) DRAWN ON US AT SIGHT, IDENTIFYING OUR LETTER OF CREDIT NUMBER.
EACH SUCH DRAFT(S) MUST BE ACCOMPANIED BY YOUR WRITTEN STATEMENT
PURPORTED TO BE SIGNED BY AN OFFICIAL OF THE MIAMI DADE AVIATION
DEPARTMENT READING AS FOLLOWS:

"THAT AIRBALL SPORTS II, LLC HAS FAILED TO PAY RENTAL FEES DUE TO THE
MIAMI DADE AVIATION DEPARTMENT IN ADVANCE ON THE FIRST OF EACH MONTH",
OR THAT AIRBALL SPORTS II, LLC HAS FAILED TO PAY FEES AND OTHER
CHARGES REQUIRED TO BE PAID BY THE USER TO THE MIAMI DADE AVIATION
DEPARTMENT PURSUANT TO THE PROVISIONS OF THE MIAMI DADE AVIATION

Page 1 of 2

1

DEPARTMENT AIRLINE USE AGREEMENT FOR THE USE OF FACILITIES, EQUIPMENT AND SERVICES AT MIAMI INTERNATIONAL AIRPORT, SUCH PAYMENTS INCLUDING, BUT NOT LIMITED TO, THOSE BEING MORE PARTICULARLY SET FORTH IN ARTICLE 8 THEREOF", OR "THAT AIRBALL SPORTS II, LLC HAS FAILED TO COMPLY WITH THE TERMS OF ANY CREDIT, LEASE CONCESSION OR PAYMENT AGREEMENT ENTERED INTO WITH THE MIAMI DADE AVIATION DEPARTMENT" AND "WE ARE HEREBY PRESENTING OUR DRAFT FOR PAYMENT."

PARTIAL DRAWINGS UNDER THIS LETTER OF CREDIT ARE PERMITTED.

THIS LETTER OF CREDIT SHALL BE VALID UNTIL JANUARY 19, 2013 AND SHALL THEREAFTER BE AUTOMATICALLY RENEWED WITHOUT AMENDMENT FOR SUCCESSIVE ONE-YEAR PERIODS UPON EACH ANNIVERSARY OR BEFORE THE ABOVE EXPIRATION DATE UNLESS WE NOTIFY YOU IN WRITING BY OVERNIGHT COURIER AT YOUR ABOVE ADDRESS, AT LEAST SIXTY (60) DAYS PRIOR TO THE ABOVE STATED EXPIRATION DATE, THAT WE ELECT NOT TO RENEW THIS LETTER OF CREDIT.

IN THE EVENT THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT AND NOTIFY YOU AS ABOVE THEN THIS LETTER OF CREDIT SHALL BE AVAILABLE BY YOUR DRAFT AT SIGHT ON US, WHICH NEED NOT BE ACCOMPANIED BY THE ABOVE MENTIONED STATEMENT.

WE HEREBY ENGAGE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED BY US IF PRESENTED AT OUR COUNTERS WITH THIS ORIGINAL LETTER OF CREDIT WHILE THIS LETTER OF CREDIT IS IN FORCE AND EFFECT AT OUR OFFICE LOCATED AT 7765 N.W 148TH, STREET, MIAMI LAKES, FLORIDA 33016 ATTN: INTERNATIONAL DIVISION.

OUR BANKING HOURS ARE 9:00 AM TO 3:00 PM EASTERN STANDARD TIME.

EXCEPT SO FOR AS OTHERWISE EXPRESSLY STATED, THIS STANDBY LETTER OF CREDIT IS SUBJECT TO AND GOVERNED BY THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS OF THE INTERNATIONAL CHAMBER OF COMMERCE (PUBLICATION 600), OR REVISION CURRENTLY IN EFFECT.

SINCERELY,

(AUTHORIZED SIGNATURE)

(AUTHORIZED SIGNATURE)

Exhibit E – North Terminal Retail Concessions Design Guidelines

https://www.miami-airport.com/concessions_program.asp

Exhibit F - Tenant Airport Construction- Non-Reimbursable Procedures (TAC-N)

[TAC-N Forms 1.25.21.pdf \(miami-airport.com\)](#)

Tenant Airport Construction Reimbursable Procedures (TAC-R)

[DADE AVIATION CONSULTANTS \(miami-airport.com\)](#)

Exhibit G - Independent Audit Report

Exhibit G

Sample Management Letter

Independent Auditor's Report

Board of Directors
XYZ Corporation

In planning and performing our audit of the Schedule of Gross Revenues and Percentage Fees Paid to the County of XYZ Corporation for the year ended _____xx, 20xx, we considered its internal control structure in order to determine our auditing procedures for the purpose of expressing our opinion of the Schedule of Gross Revenues and Percentage Fees Paid to the County and not to provide assurance on the internal control structure. Our consideration of the internal control structure would not necessarily disclose all matters in the internal control structure that might be material weaknesses under the standards established by the American Institute of Certified Public Accountants.

A material weakness is a condition in which the design or operation of one or more of the specific internal control structure elements does not reduce to a relatively low level the risk that errors or irregularities in amounts that would be material in relation to the Schedule of Gross Revenues and Percentage Fees Paid to the County being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. However, we noted no matters involving the internal control structure and its operation that we consider to be material weaknesses as defined above.

This report is intended solely for the information and use of the Board of Directors and management of XYZ Corporation and Miami-Dade County, Florida and should not be used for any other purpose.

ABC & DEF, CPA's
_____xx, 20xx

Sample Audit Report

Independent Auditor's Report

Board of Directors
XYZ Corporation

We have audited the accompanying Schedule of Gross Revenues and Percentage Fees Paid to the County (as defined in the Lease and Concession Agreement between Miami-Dade County Florida and XYZ Corporation) of XYZ Corporation for the year ended _____ xx, 20xx. This schedule is the responsibility of XYZ Corporation's management. Our responsibility is to express an opinion on this schedule base on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Schedule of Gross Revenues and Percentage Fess Paid to the County is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the schedule. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall schedule presentation. We believe that our audit provides basis for our opinion.

In our opinion, the Schedule of Gross Revenues and Percentage Fees Paid to the County referred to above presents fairly, in all material respects, the gross revenues of XZ Corporation for the year ended _____ x, 20xx and the related fees paid, as defined in the Lease and Concession Agreement referred to in the first paragraph.

This report is intended solely for the information and use of the Board of Directors and management of XYZ Corporation and Miami-Dade County, Florida and should not be used or any other purpose.

ABC & DEF, CPA's
_____, xx, 20xx

Sample Compliance Letter

Independent Auditor's Report

Board of Directors
XYZ Corporation

We have audited, in accordance with generally accepted auditing standards, the Schedule of Gross Revenues and Percentage Fees Paid to the County of XYZ Corporation for the year ended _____ xx, 20xx and have issued our report thereon, dated _____ xx, 20xx. We have not performed any substantive audit procedures beyond the date of our report on the Schedule of Gross Revenues and Percentage Fees Paid to the County. Accordingly, this report is based on our knowledge as of that date and should be read with that understanding.

In connection with our audit, nothing came to our attention that caused us to believe that XYZ Corporation failed to comply with the term of the Lease and Concession Agreement with Miami-Dade County, Florida insofar as they relate to the Company's book of accounts, records and reports. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance.

This report is intended solely for the information and use of the Board of Directors and management of XYZ Corporation and Miami-Dade County, Florida and should not be used for any other purpose.

ABC & DEF, CPA's
_____, xx, 20xx

XYZ
 Corporation
 Schedule of Gross Revenues and Percentage Fees Paid to the
 County For the Year Ended _____, 20xx

<u>Month</u>	<u>Gross Revenues</u>	<u>Percentage Fee Due</u>	<u>Percentage Fee Paid</u>	<u>Balance Due</u>
--------------	---------------------------	-------------------------------	--------------------------------	------------------------

_____	_____	_____	_____	-
TOTAL	_____	_____	_____	_____

Exhibit H - Executed Affidavits and Condition of Award Certificates (from Concessionaire)



KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section [787.06](#), Florida Statutes ("F.S."), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

Airball Sports II, LLC

Contractor's Legal Company Name

does not use coercion for labor or services as defined in Section [787.06, F.S.](#)

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

Print Name of Contractor's Authorized Representative: Samuel D. Schulman

Title of Contractor's Authorized Representative: Vice President

Signature of Contractor's Authorized Representative:

Date: 3-10-26



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

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

Airball Sports II, LLC does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)

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

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

Print Name of Bidder's/Proposer's Authorized Representative: Samuel D. Schulman

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

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

Date: 3-11-20

Exhibit I - Monthly Report of Gross Revenues

Exhibit J - TSA Prohibited Items

[tsa.gov/travel/security-screening](https://www.tsa.gov/travel/security-screening)

Exhibit K

Tenant Handbook

A wide-angle photograph of the Miami International Airport tarmac under a bright blue sky with scattered white clouds. In the foreground, a lush green grassy field stretches across the bottom. The middle ground is filled with several large commercial aircraft parked at gates. From left to right, visible aircraft include a red-tailed plane, a white plane with a red tail, a white plane with a blue tail, a white plane with a red and white tail, and a large blue and white Aerolineas Argentinas aircraft. In the background, the airport's main terminal building with its distinctive curved roof and a tall, cylindrical control tower are visible.

MIAMI-DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
AIRPORT CONCESSION BUSINESS DEVELOPMENT
TENANT HANDBOOK

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APPENDIX A: FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

WELCOME

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

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

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

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

INTRODUCTION

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

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

A. Vision

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

B. Airport Concession Business Development Program Goals

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

C. Airport Concession Business Development Program Objectives

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

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

D. Airport Concession Program Overview

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

- **North Terminal.** This terminal generates approximately **57%** of the passenger traffic and has 147,302 square feet of existing concessions space. Shops range from duty-free stores to news and gift stores, specialty retail shops, and food and beverage locations, including casual dining options, quick service units, and coffee.
- **Central Terminal.** This area is located between the North and South Terminals. It is commonly referred to as Terminals/Concourses E, F, and G. Most of the concession space is located within the pre-security portion of the Terminal. Existing concessions include duty-free stores, news and gift stores, specialty retail shops, and food and beverage locations totaling 72,094 square feet.
- **South Terminal.** This terminal accommodates approximately **21%** of all MIA passenger traffic. The South Terminal and its related concourses (H and J) have retail, duty-free, news & gift, and food and beverage locations totaling 10,500 square feet. The terminal overall has approximately 42,000 square feet of concession space.

GENERAL INFORMATION

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

A. Useful Contacts

KEY CONTACTS	DEPARTMENT	Phone Number
LEASEHOLD PREMISES	Property Manager	<u>305-876-8537</u>
AIRPORT OPERATIONS CENTER (AOC)	AOCNotification@FlyMIA.com	<u>305-876-0385</u>
BADGES/CREDENTIALING	Ground Transportation Office	<u>305-876-7188</u>
CONFERENCE CENTER/MIA HOTEL	Reservations and Information	<u>305-871-4100</u>
AOA DELIVERIES	Airside/Superintendent/ Airfield Operations	<u>305-876-7359</u>
LANDSIDE DELIVERIES	Landside /Supervisor /Parking Control	<u>305-876-7447</u>
POLICE	Communications Center (24 Hours)	<u>305-876-7373</u>
FIRE/MEDICAL	EMERGENCY	<u>305-876-7070</u>
FIRE SAFETY	Fire Inspection Section	<u>305-876-7070</u>
INFORMATION SERVICES	Information and Paging	<u>305-876-7000 x8</u>
MAINTENANCE	Maintenance Dispatch (24 Hours)	<u>305-876-7311</u>
PARKING/DECALS	Manager, Parking Systems	<u>305-876-7567</u>
RENT, FEES, AND CHARGES	Aviation Finance Specialist	<u>305-876-7711</u>
SECURITY AND SAFETY	Compliance Office	<u>305-876-7033</u>
SIGNAGE	Supervisor	<u>305-876-1455</u>
TRASH/RECYCLING	Maintenance Coordinator	<u>305-876-0268</u>

B. Useful Websites

NAME	LINK
MDAD Terminal Standards Manual	http://www.miami-airport.com/library/ODs/Standards_Manual.pdf
MDAD Operational Directives	http://www.miami-airport.com/od2.asp
MIA Rules and Regulations	https://www.miami-airport.com/rules_and_regulations.asp
MIA Website	https://www.miami-airport.com/home.asp
MIA Traffic Reports	https://www.miami-airport.com/airport_stats.asp
MIA Newsroom	https://news.miami-airport.com/
MIA Business Information	https://www.miami-airport.com/home-business.asp
NAME	LINK
FAA Website	https://www.faa.gov/
City of Miami Website	https://www.miami.gov/Home
Miami-Dade County Website	https://www.miamidade.gov/global/home.page
TSA Website	https://www.tsa.gov/

C. Airlines

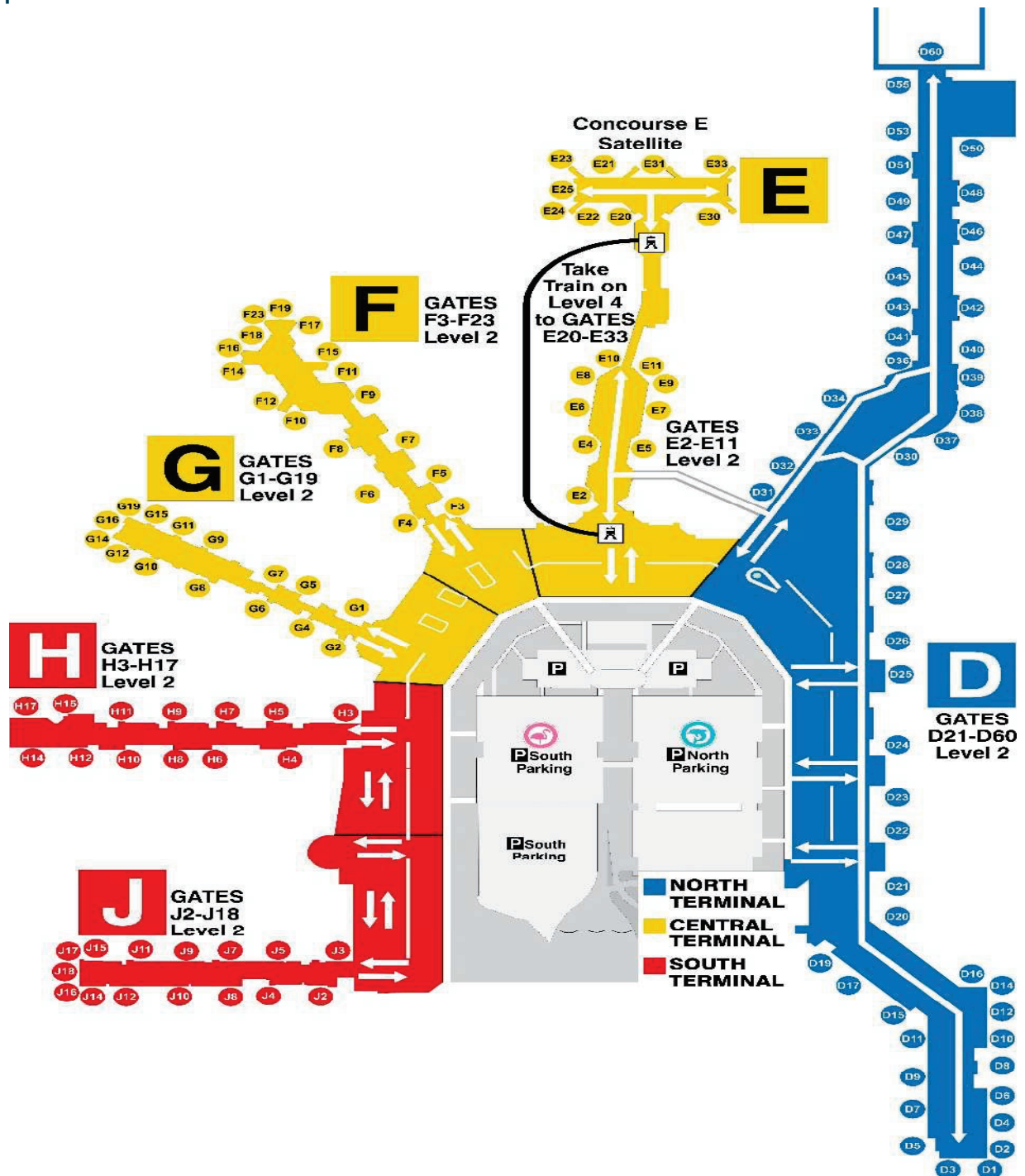
For the most updated list of Airlines, follow the link:

[Airline Directory - Miami International Airport \(miami-airport.com\)](https://www.miami-airport.com/airline-directory)

<https://www.miami-airport.com/airline-information.asp>

D. Airport Layout/Maps

E. Airport Information Services



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

Services provided include:

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

F. Airport Paging

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

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

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

G. Accessibility for All Passengers

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

- **Hidden Disabilities—Sunflower Lanyard:** MIA is a proud member of the Hidden Disabilities Sunflower Lanyard program, an awareness initiative aimed at discreetly communicating to airport staff that you may need more time or have additional questions while traveling.
- **Multi-sensory rooms** are dedicated spaces where passengers with cognitive and developmental disabilities such as autism can enjoy a calm and stimulating environment while they travel through MIA. The room includes sensory aids that stimulate reaction, encourage communication, and reduce agitation and anxiety, sometimes caused by the hustle and bustle of airport travel. The Multi-Sensory rooms are open seven days a week from 6 a.m. to 10 p.m. at the two locations:
 - Concourse D, post-security, just beyond TSA Security Checkpoint #4
 - South Terminal, post-security, near Concourse J
- **Service Animal Relief Areas:** MIA offers animal relief areas. The relief stations are enclosed units that include synthetic grass, a fire hydrant, disposable bags, and sinks. They are located post-security in Concourse D, F, G, and J. In addition, outdoor areas are available at the arrival level in Concourse D, E, and J.
- **Wheelchair Charging Stations:** Wheelchair charging stations connect to the charging power on electric wheelchairs and mobility scooters, allowing passengers to recharge while waiting for their flight. The stations are located in Concourses D, E, F, G, H, and J, and Pre-Security in the D and H International Arrivals.
- **MIAmamas - Nursing Suites:** Nursing mothers are welcome to pump or nurse anywhere at MIA. For moms looking for a quiet, private option, the airport has MIAmamas pods and a room throughout each Concourse. The accessible nursing room is in Concourse J, next to Checkpoint J.

H. Lost and Found

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

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

GETTING STARTED

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

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

A. Employee Parking

1. Availability

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

2. Location and Transportation

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

3. Parking Decal Information

- i. Employee parking decals are issued in 4, 8, or 12-month increments. Companies paying for employee parking decals can establish an account, which can be invoiced monthly by contacting the Finance Division. The prevailing costs are listed in Miami-Dade County Implementing Order "Summary of Rates, Fees and charges for Miami-Dade Aviation Department Miami International Airport" at [IO-04-125.pdf \(miamidade.gov\)](#)
- ii. Employees can pay for their parking at the Decal Section. The Decal Section is located on the ground floor of the Dolphin Garage and is open Monday through Friday, except holidays, from 8:00 a.m. to 5:00 p.m. Contact the Decal Section for current employee parking rates. To register your company and establish authorized requestors, please obtain sample letters from the Decal Section (tel. number: 305- 876-7567).

4. Access to Lots and Shuttles

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

5. Abuse of Parking Privileges

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

6. Parking Safety and Security

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

B. Badging (MDAD Credentialing Section)

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

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

Credentialing Section Hours of Operation:

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

Contact Information:

General information: 305-876-7188

Fingerprint appointments: 305-876-8409

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

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

C. Employee Orientation

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

D. Setting Up Utilities

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

E. Use of Wireless Technologies

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

F. Banking Procedures

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

G. Hours of Operation

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

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

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

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

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

H. Irregular Operations Plan

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

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

I. Emergency Preparedness

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

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

- Evacuation
- Severe Weather
- Power Outage

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

J. Glossary of Airport Acronyms

Listed below are common Acronyms used at the Airport.

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

EVIDs – Electronic Visual Information Displays

FAA – Federal Aviation Administration

FARs – Federal Aviation Regulations or
Federal Acquisition Regulations

FEIS – Final Environmental Impact Statement

FIC – Facility Improvement Corporation

FIDs – Flight Information Display System

FIS – Federal Inspection Service

FLW - Flow

FOD - Foreign Object Debris

FSDO – Flight Standards District Office

FY – Fiscal Year

GA – General Aviation

GAAP – Generally Accepted Accounting
Principles

GIDs – Gate Information Displays

GIS – Geographic Information System

GL – General Ledger

PAX – Passenger

PFCs – Passenger Facility Charges

ROI – Return on Investment

RS – Ramp Services

RWY - Runway

SIDA – Security Identification Display Area

SIDS – Source Isolation Deice System

SWAP – Interest Rate SWAP

TSA – Transportation Security Administration

TWY – Taxiway

WBE – Women Business Enterprise

WX – Weather

Customer Service

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

A. Standards and Expectations

1. Ambassadors of the Airport

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

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

2. Appearance

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

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

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

3. Behavior

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

B. Complaint Resolution

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

C. Return Policies

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

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

D. Training Requirements

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

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

E. Monitoring

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

1. Operational Audits

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

STANDARD AIRPORT PROCEDURES

A. Rules and Regulations

All concessionaires will be subject to the Aviation Department Rules and Regulations referenced in Lease Article 15, [Rules, Regulations and Permits], and may be found at the following link: https://library.municode.com/fl/miami-dade_county/codes/code_of_ordinances?nodeId=PTIIICOOOR_CH25AVDERURE

B. Improvements to Premises

1. Conditions for Permits

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

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

1. Permit Application Procedure

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

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

C. Vendors Performing Services for Concessionaires

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

D. Storage

1. Designated Storage Areas

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

2. Unapproved Storage

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

3. Fire Safety in Storage Areas

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

- Storage is too close to sprinkler heads.

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

4. Damage to Storage Areas

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

OPERATIONS

A. Standard of Operations (SOPs)

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

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

1. Concession Facilities

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

2. Signage

- i. All store signage must conform to the Retail Concessions Design Guidelines standards prescribed by MDAD.
- ii. All Concessionaires and/or their Sub-tenants must install one sign indicating the store's hours of operation that adheres to the Department's criteria.
- iii. The Location signage (Storefront) is prominently displayed, clear, concise, and complete, helping the guest properly understand and use the concession. The unit signage is clean, well lit, and built pursuant to the Signage specifications of the Retail Concessions Design Guidelines.

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

3. Pricing

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

4. Routine Facility Maintenance

- i. Cleanliness
 - a. At its cost and expense, the Concessionaire shall always keep the Location clean, neat, orderly, sanitary, and presentable.

- b. Entrances shall be clean, free from debris, free from obstruction, and well-lit.
 - c. Floor surfaces shall be clean, free of excess stock, and in good repair.
 - d. Walls, ceilings, glass surfaces, and fixtures (vents, lights, etc.) shall be clean, free of debris and hazardous conditions, and not visibly worn. All wall, ceiling, and glass surfaces and wall hangings shall be clean and free of soil and debris.
 - e. All designated premises occupied by Concessionaires shall always be free from all rubbish, filth, and refuse.
 - f. All garbage and refuse shall be kept in the appropriate containers to minimize the spillage of such garbage and refuse.
 - g. Concessionaires shall develop a cleaning standard and schedule that encourages employees to clean during downtime.
 - h. If the Location(s) are not kept clean as provided herein, the Concessionaire will be advised and shall take immediate corrective action. Failure to take immediate corrective action may result in Damages being assessed pursuant to Liquidated Damages or Damages of the Lease.
- ii. Pest Control
- a. All walls, floors, ceilings, equipment, and fixtures shall be properly cleaned and maintained. Pest control services shall be used at least monthly, and the Department's pest control provider may require cooperation.
 - b. All walls, floors, ceilings, equipment, and fixtures shall be properly cleaned and maintained to eliminate the presence of rodents, flies, roaches, or other pests that cause health or safety hazards.
 - c. A professional pest control service shall be employed to ensure that the Assigned Premises are maintained to prevent the harborage or feeding of insects or rodents. Supportive documents from the professional pest control service shall be available for review.

iii. Maintenance and Repair

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

5. Management and Personnel

- i. General Manager (GM) or Assistant General Manager (AGM) onsite. The Concessionaire shall employ, at no cost to the Department, a full-time, dedicated, on-site General Manager experienced in management and supervision with sufficient authority and responsibility to administer and manage the concession program under this Agreement. The General Manager (or his/her authorized representative) shall be immediately available whenever any of the locations are open, the base of operations of the General Manager shall be at the Airport, and the General Manager shall spend substantially all their working hours at the Airport. In those cases where the General Manager is scheduled to be absent from the post for more than forty-eight (48) consecutive hours, a substitute or Assistant General Manager shall be appointed from the existing staff, and the Department notified in writing.
- ii. 24 Hour Contact. The Concessionaire shall provide contact information for personnel who may be reached during emergencies.

- iii. Personnel. During the term of this Agreement, the Concessionaire shall maintain a full-time professional staff of sufficient size, expertise, and experience to manage the operations and serve as a liaison with the Department.
- iv. Customer Service. Each staff member shall be familiar with the Concessionaire's and MDAD's customer service policies and able to access a written copy of the relevant policy for the customer. Staff shall be able to readily apply the policy to the situation before them. They shall have the comprehension and the authority to complete the transaction.

6. Point of Sale

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

7. Required Monthly Meetings

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

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

8. Safety and Security

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

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

A. Food & Beverage Concessions

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

1. Premises

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

2. Menus

- i. Menu boards shall be visible from all points in the unit.
- ii. Menus shall be presented to the customer at the beginning of a queue or line to encourage selection prior to ordering and promote speed of service. In addition, the menu items shall be named and described in a manner that provides the customer with a clear idea of the choice being offered.
- iii. Printed materials shall not be soiled or damaged in any way.

- iv. All promotional and information signs within the unit shall provide reliable descriptions of the food and beverage selections.
- v. In no case shall any of the information be misleading, either through omission of essential information or through implying certain product or price features. Unit signage provides an essential guide for customers, facilitating their dining and specific menu choices.
- vi. All items promoted on signs within the unit shall be available. If certain food and/or beverage items are no longer available, they shall be removed.

3. Equipment

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

4. Product

- i. Food Safety. Concessionaires must comply with all health and sanitary regulations adopted by the Miami-Dade Aviation Department, the City of Miami, Miami-Dade County, the State of Florida, and any other governmental authority with jurisdiction. The concessionaire will grant access for inspection purposes to any duly authorized representatives of all such governing bodies and will provide documentation to the Authority as outlined in Section VI. Compliance, Subsection B.
- ii. Menus and Offerings. A current menu is available at the entrance of the unit; it is prominently displayed, well-lit, and easily readable. It is very important that patrons can check the menu selection and the prices prior to entering the restaurant. The menu shall include at least one children's plate, which will be offered at a lower price.
- iii. Presentation. Menu items shall be visually appealing, adhere to the menu description, portion size and include all ingredients listed on the menu.
- iv. Grab & Go. Express meals shall be available for passengers who do not have time for the meal to be prepared and packaged. For the customer's convenience, the facility shall offer an effective "To Go" packaging program to allow customers to carry their meals onto the airplanes, except for alcohol, which is prohibited. Grab-n-Go locations cannot sell glass bottled beverages/products to the public. Grab n Go may pour the contents into a plastic container for the customer.
- v. Dietary Requirements. Menus shall provide options for travelers to meet dietary needs and restrictions, such as food allergies, intolerances, and preferences.

B. Retail Concessions & Services

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

1. Premises/Fixtures

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

2. Digital Media

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

3. Merchandising Standards

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

4. Visible Pricing

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

5. Prohibited Items/ Shipping Services

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

D. Marketing and Promotions

The MIA Concession Marketing Program is funded by the MIA Concessionaires through the concession marketing fee assessed through their existing lease and concession agreements. Services performed through the Marketing Program include developing and implementing research-based marketing, advertising, and customer service training plan(s) to optimize concession sales, mystery shopper, continue development of the airport concessions brand and improve customer service by Concessionaires to customers. The strategy and plan(s) shall focus on concession brand messaging, creative concepts and applications targeted at varied customer groups, including local outbound and inbound visitors.

C. Terminal Maintenance

Maintenance Services

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

Maintenance Responsibilities

1. MDAD Responsibilities

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

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

2. Concessionaire Responsibilities

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

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

3. Contracting Maintenance Work

Concessionaires who desire maintenance work can do so by:

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

4. Contracting with Outside Vendor Services

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

- i. However, a permit must be issued prior to any work. Concessionaires must contact Airport Concession Business Development to obtain the proper permit forms and approval to hire any contractor who may impact airport operations, such as electricians, phone repair technicians, plumbers, etc. Work that may trigger fire alarms (e.g., welding, dust) will require the coordination of the shutdown process through the assigned MDAD Property Manager.
- ii. The Vendor must meet or exceed the original materials and workmanship and conform to any federal, state, or local regulations. All work shall be subject to inspection by MDAD.
- iii. Vendors performing services to Concessionaires are required to obtain a permit pursuant to Miami-Dade County Administrative Code 8-5 and the Miami-Dade Aviation Department (MDAD) Operational Directive 99-01. Please have your vendor contact the MDAD Airport Concession Business Development Division, Permits Section, at 305-869-4683 for additional information.

5. Contracting with Airport Facilities

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

1. Emergency Maintenance

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

D. Waste Management

1. Terminal Refuse Disposal

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

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

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

2. AOA (Ramp) Refuse Disposal

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



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



Trash Compactor Procedures



3. Designated Disposal Site

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

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

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

4. Sanitation Plan (Food & Beverage Concessionaires)

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

5. Grease Traps and Grease Line Maintenance

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

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

E. Sustainability

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

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

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



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

F. Delivery Procedures

1. Delivery Hours

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

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

2. Deliveries Terminal Curbside

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

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

i. Vehicle Identification for Delivery Zones

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

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

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

ii. Delivery Zone Parking Restrictions (Time)

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

3. Delivery through Terminal Building

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

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

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

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

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

4. Airside Deliveries

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

Concessionaires requiring AOA deliveries must come in person to the Airside Operations office during normal business hours from 0800 to 1600, a minimum of one business day (24 hours) prior to the delivery date. You must provide the requesting company's name, MDAD ID number, contact phone number, name of the company making the delivery, AOA entry point, and delivery destination.

Concessionaires must call the on-duty Senior Agent for deliveries after hours at 305-588-7094. Once the delivery company is escorted to the delivery site, the Concessionaire must continuously escort delivery personnel while in the Security Display Area (SIDA).

5. Deliveries by Construction Contractors

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

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

6. Motor Vehicles

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

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

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

7. AOA - Driver Training

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

G. Terminal Construction

1. Right to Develop Airport

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

2. Inconveniences during Construction

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

H. Liquidated Damages

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

Safety & Security

A. Airport Police

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

1. Criminal or Suspicious Activity

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

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

B. Concessions Security

1. Employee/Contractor Strike Activities

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

2. Store Security

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

3. Security Plan

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

4. Tenant Emergency Contact Information

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

5. Sharp Objects

Sharp objects such as knives and other sharp tools must be kept in a locked, secure compartment, and a full inventory of these items must be logged and accounted for daily. If an item is missing, All Concessionaires must report immediately to MDAD Security at 305-876-0385 any missing items from their inventory.

Furthermore, all Concessionaires must comply with all mandated TSA Prohibited Items. Failure to comply may result in a civil or criminal penalty assessed by the TSA. Please refer to Exhibit A and Exhibit C of this Tenant Handbook.

6. Backhouse Entry

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

7. Glass Containers

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

8. TSA Prohibited Items List

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

9. Prosecution of Shoplifters

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

10. Reporting Incidents

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

11. Loitering

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

C. Emergencies

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

Police Emergency: 305-876-7373

Fire/Medical Emergency: 305-876-7070

Operations: 305-876-0125

1. Medical

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

2. Fire

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

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

D. Fire Inspections

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

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

1. Fire Safety Compliance

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

2. Suspected Fire Code Violations

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

E. Other Reporting Concerns

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

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

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

F. After Hours Activity

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

G. Access to Premises

1. Keys and Locks Policy

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

2. Grand Master Key Policy

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

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

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

H. Locked Out Procedure

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

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

APPENDIX A

FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

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

This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

The above provision binds the Consultant and subconsultant from the bid solicitation period through the completion of the contract.

TITLE VI - LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES: During the performance of this Contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- a) 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);
- b) 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 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);
- d) 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- f) 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);
- g) 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 CONSULTANTS, whether such programs or activities are Federally funded or not);
- h) Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- i) The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- j) 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 (2005)];
- k) 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).

NONDISCRIMINATION REQUIREMENTS/TITLE VI CLAUSES FOR COMPLIANCE:

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

1. **Compliance with Regulations:** The CONSULTANT will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of SUBCONSULTANTS, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the CONSULTANT for Work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential SUBCONSULTANT or supplier will be notified by the CONSULTANT of the CONSULTANT’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 CONSULTANT 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 MDAD 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 CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to MDAD 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 CONSULTANT’s noncompliance with the non-discrimination provisions of this Contract, Miami-Dade County Aviation Department will impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the CONSULTANT under the Contract until the CONSULTANT complies; and/or
 - b. Cancelling, terminating, or suspending a Contract, in whole or in part.

6. **Incorporation of Provisions:** The CONSULTANT will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment unless, exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as Miami-Dade County Aviation Department or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a SUBCONSULTANT, or supplier because of such direction, the CONSULTANT may request Miami-Dade County Aviation Department to enter into any litigation to protect the interests of Miami-Dade County Aviation Department. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS:

1. **Overtime Requirements.**

No CONSULTANT or SUBCONSULTANT contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which they are employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; Liability for Unpaid Wages; Liquidated Damages.**

In the event of any violation of the clause set forth in paragraph (1) above, the CONSULTANT and any SUBCONSULTANT responsible therefore shall be liable for the unpaid wages. In addition, such CONSULTANT and SUBCONSULTANT shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. **Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration or Miami-Dade County Aviation Department shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of Work performed by the CONSULTANT or SUBCONSULTANT under any such Contract or any other Federal contract with the same prime CONSULTANT, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONSULTANT, such sums as may be determined to be necessary to satisfy any liabilities of such CONSULTANT or SUBCONSULTANT for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. **Subconsultants.**

The CONSULTANT or SUBCONSULTANT shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the SUBCONSULTANT to include these clauses in any lower tier subcontracts. The prime CONSULTANT shall be responsible for compliance by any SUBCONSULTANT or lower tier SUBCONSULTANT with the clauses set forth in paragraphs 1 through 4 of this section.

CLEAN AIR AND WATER POLLUTION CONTROL: CONSULTANT and sub-CONSULTANT agree to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The CONSULTANT and sub-CONSULTANT agree to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. CONSULTANT and sub-CONSULTANT must include this requirement in all subcontracts that exceeds \$150,000.

CONSULTANT and SUBCONSULTANT agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this Contract, the CONSULTANT or SUBCONSULTANT will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$150,000 the aforementioned criteria and requirements.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970: 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. CONSULTANT must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The CONSULTANT retains full responsibility to monitor its compliance and their SUBCONSULTANT's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). CONSULTANT 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.

PROCUREMENT OF RECOVERED MATERIALS: CONSULTANT and SUBCONSULTANT agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this Contract and to the extent practicable, the CONSULTANT and SUBCONSULTANTS are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

The Contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
The Contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the CONSULTANT can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the Contract performance schedule;
- b) Fails to meet reasonable Contract performance requirements; or
- c) Is only available at an unreasonable price.

ENERGY CONSERVATION REQUIREMENTS: CONSULTANT and SUBCONSULTANT agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

SEISMIC SAFETY: In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

BREACH OF CONTRACT TERMS: Any violation or breach of terms of this contract on the part of the CONSULTANT or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Owner will provide CONSULTANT written notice that describes the nature of the breach and corrective actions the CONSULTANT must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the CONSULTANT must correct the breach. Owner may proceed with termination of the contract if the CONSULTANT fails to correct the breach by the deadline indicated in the Owner’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

AIRPORT IMPROVEMENT PROGRAM:

1. The Concessionaire for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Concessionaire will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, MDAD will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.*

Exhibit L – FAA Special Provisions

A. General Civil Rights Provisions

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

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the “Concessionaire”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- 1. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

2. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 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. 74087 (2005)];
3. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

C. Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the “Concessionaire”), agrees as follows:

1. **Compliance with Regulations:** The Concessionaire (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Concessionaire, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire is in the exclusive possession of another who fails or refuses to furnish the information, the Concessionaire 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 Concessionaire's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Concessionaire under the contract until the Concessionaire complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Concessionaire will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Concessionaire 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 Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Concessionaire may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.

- D. All Contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Concessionaire has full responsibility to monitor compliance to the referenced statute or regulation. The Concessionaire must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

- E. All Contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Concessionaire must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Concessionaire 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). Concessionaire must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
- F. Concessionaire and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

Exhibit M - Signed Labor Peace Agreement (from Concessionaire)

EXHIBIT M

As we have done in connection with our prior lease agreement and in accordance with Sub-Article 15.05 "Labor Peace Requirement" of this Agreement, Airball Sports II, LLC ("Concessionaire") attests that there are no labor organizations seeking to represent the Concessionaire's employees.

CONCESSIONAIRE:

AIRBALL SPORTS II, LLC

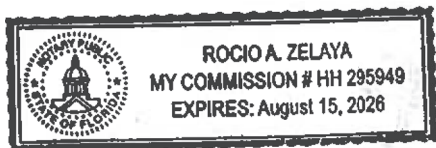
ATTEST:

Secretary _____
(Signature and Seal)

Name:
Title:

By: _____
(Signature)

Name: Samuel D. Schulman
Title: Vice President



State of Florida

County of Miami-Dade

Sworn to (or affirmed) and subscribed before me by
means of ☒ physical presence OR ☐ online notarization
this 01 day of March, 2020

by Samuel D. Schulman
Rocio A. Zelaya
(Signature of Notary Public)

(Print Name of Notary Public)

Personally known ☒ OR produced identification ☐
Type of Identification Produced -

Exhibit N - Implementing Order 3-58 – First Source Hiring Referral Program (link provided)

[https://documents.miamidade.gov/ao-io/IO/
IO-03-58.pdf](https://documents.miamidade.gov/ao-io/IO/IO-03-58.pdf)

Exhibit O
Common Carrier or Contracted
Carrier Attestation Form



COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM

The Common Carrier or Contracted Carrier Attestation Form (Form) is required by Section 908.111, Florida Statutes ("F.S."), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of a Common Carrier or Contracted Carrier (both referenced as "Carrier") and submitted to the Governmental Entity with which a Contract is being executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in Section 908.111, F.S. The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County.

Airball Sports II, LLC is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Samuel D. Schulman

Title of Contractor's Authorized Representative: Vice President

Signature of Contractor's Authorized Representative:

Date: 3-10-20

A handwritten signature in blue ink, appearing to be "S. Schulman", written over a horizontal line.