

# Memorandum



**Date:** October 16, 2024

**To:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava  
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

**Subject:** Recommendation to Award a Contract for Management and Operations of Identified Miami-Dade Aviation Department's Fueling System Facilities

Agenda Item No. 8(P)(3)

## **Summary**

This item is for the management, operation, and maintenance of Airport-owned fueling systems, a complex infrastructure of equipment utilized to receive, transport, store, and pump fuel to commercial aircrafts at Miami International Airport (MIA) facilities. The management firm shall be required to provide all air carriers with fair and non-discriminatory access to the services to be delivered under the management agreement, including the right and ability of each air carrier to select its own supplier of jet fuel and into plane services. Fueling system services are available 24 hours per day, including holidays.

The management firm is required to maintain, operate, and manage the facilities in accordance with all applicable federal, state, and County regulations, statutes, and ordinances, applicable industry specifications, standards, and practices; and taking such actions as are necessary to ensure the continued, uninterrupted operation of the MIA facilities, in accordance with the mandates of the Miami-Dade Aviation Department (MDAD). In addition, the management firm is charged with responsibilities of handling hazardous materials at airport fueling facilities, which is typically limited to a small group of vendors with the capability to perform such activities due to the high level of expertise and stringent safety protocols required. Management of such facilities necessitates rigorous handling procedures to prevent accidents and ensure the safety of both personnel and the surrounding environment. Only vendors with specialized training and comprehensive safety measures are deemed capable of managing these risks effectively.

The recommended firm is also responsible for a) the development and program maintenance to provide immediate containment response and clean-up of all fuel spills; b) attaining ISO 9001 certification for quality management system program within eighteen (18) months of contract effective date; and c) providing assistance to the MDAD to maintain the ISO 14001 certification status by participating in continual improvement and pollution prevention programs, achieving and maintaining compliance with environmental legislation and requirements, and assisting in surveillance pre-audits and audits.

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. EVN0000425, Management and Operations of Identified Miami-Dade Aviation Department's Fueling System Facilities*, to Allied Aviation Fueling of Miami, Inc. (Allied) in the amount of \$6,263,791 for an initial seven-year term with one, three-year option to renew, for Miami-Dade Aviation Department (MDAD). This contract will replace *ITB No. MDAD-02-14* approved by the Board via Resolution No. R-930-14.

## **Background**

A Request for Proposals (RFP) was issued under full and open competition on February 15, 2024. On the closing date of March 25, 2024, the County received two proposals, including one from a local firm. Evaluation meetings were conducted in April 2024 and authorization to negotiate was approved in May 2024. Negotiations concluded in June 2024. The report of the Competitive Selection Committee Coordinator is attached for additional details.

To encourage vendor participation, prior to advertisement of the solicitation, thorough market research was conducted that included identifying potential vendors and posting the scope of work on the County's Future Solicitations website for review by the vendor community. Additionally, an email was sent to 635 registered vendors with corresponding commodity codes, where they were notified of the draft scope of services posted on the County's website and surveyed regarding their ability to provide the services and their interest in responding to the solicitation. Three vendors advised that they were interested in the upcoming solicitation.

The contract provides for the management and operations of the MIA fueling system facilities which includes but is not limited to storage tanks and piping systems, load and offload systems, pumping and filtration, main distribution system, fire suppression systems, buildings, office space and parking and all associated equipment and appurtenances, including all systems under construction and any new system not yet constructed but which be added to the storage facility. The fuel arrives at the Airport by pipeline from Port Everglades. It is then tested and stored at the MIA facilities before being pumped into airplanes by into-plane agents through hoses attached to the underground hydrant system, or by refueler trucks.

**Scope**

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

**Fiscal Impact/Funding Source**

The fiscal impact consists of a management fee and reimbursable operating expenses for a cumulative amount of \$115,000,000. The management fee for the initial seven-year term is \$4,054,720. Should the County choose to exercise, at its sole discretion, the one, three-year option to renew, the estimated cumulative management fee will be \$6,263,791, and includes contingency to account for adjustment of five percent annually. The current contract is valued at \$4,817,669 for a ten-year term and expires on October 31, 2024. The initial year's monthly management fee for the replacement contract is lower than the monthly management fee of the current contract; however, the overall cumulative allocation under the proposed contract is higher than the current contract by approximately 30 percent to accommodate for future Consumer Price Index (CPI) increases that are expected to impact monthly management fees. Since the current contract's establishment in 2014, the labor market conditions have resulted in the CPI increasing by 37.97 percent.

The estimated reimbursable operating expenses are based on ten-year historical data. Allied will submit for MDAD's approval an annual operating budget for each fiscal year. The recommended vendor's budget will then be incorporated into the Department's overall budget which is approved by the Board. The annual operating budget contains all approved direct costs of operation such as material costs, payroll and related expenses, variable and fixed expenses, utilities, bonds and insurance, audits, capital operating equipment, and maintenance.

<b>Department</b>	<b>Allocation*</b>	<b>Funding Source</b>	<b>Contract Manager</b>
MDAD	\$6,263,791	Operating	Sylvia Novela
<b>Total</b>	<b>\$6,263,791</b>		

\*The Management Fee was included in the RFP and evaluated by the Selection Committee. The operating expenses were not included in the solicitation and will be included in MDAD's annual operating budget.

**Track Record/Monitor**

Natalya Vasilyeva 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 execute the agreement and exercise all provisions of the contract, including any cancellation, renewals, or extensions, pursuant to Section 2-8.1 of the County 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*	
Allied Aviation Fueling of Miami, Inc.	4450 NW 20 Street Building 3050 Miami, FL	Same	48	Robert L. Rose
			89%	

\*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.

**Vendor Not Recommended for Award**

Vendor	Local Address	Reason for Not Recommending
Aircraft Service International Inc. d/b/a Menzies Aviation	No	Evaluation Scores/Ranking

**Due Diligence**


Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement contract reflects the County's current needs. The review included conducting market research, posting a draft solicitation for industry comment, and holding meetings and drafting sessions with the user department.

**Applicability of Ordinances and Contract Measures**

- The two percent User Access Program does not apply.
- The Small Business Enterprise Selection Factor and Local Preference were applicable.
- The Living Wage Ordinance applies.

Attachment

  
 \_\_\_\_\_  
 Jimmy Morales  
 Chief Operating Officer

# Memorandum



**Date:** April 29, 2024

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

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

**From:** Amy Almanzar, CPPB, NIGP-CPP *Amy Almanzar*  
Selection Committee Coordinator

**Subject:** Report of Competitive Selection Committee for RFP No. EVN0000425, Management and Operations of Identified Miami-Dade Aviation Department's Fueling System Facilities

---

The Strategic Procurement Department issued a competitive Request for Proposals on February 15, 2024, on behalf of Miami-Dade Aviation Department (MDAD), to obtain proposals from qualified firms to provide full management, operations, and maintenance services to the Airport-owned Fueling System Facilities at the Miami International Airport (MIA). The County anticipates awarding a single contract for seven years, with one three-year option to renew.

On March 25, 2024, two proposals were received in response to the solicitation. The Competitive Selection Committee (Committee) has completed the evaluation of proposals following the guidelines published in the solicitation.

**Competitive Selection Committee meeting dates:**

April 15, 2024 and April 17, 2024 (Kick-off Meetings)  
April 29, 2024 (Evaluation, Scoring and Recommendation)

**Verification of compliance with contract measures:**

A Small Business Enterprise selection factor was assigned to this solicitation. None of the proposers qualified for the selection factor.

**Verification of compliance with minimum qualification requirements and responsiveness:**

The solicitation did not have any minimum qualification requirements.

The proposals were reviewed for responsiveness; no issues were identified.

**Local Certified Veteran's Business Enterprise Preference:**

Veteran's Preference was considered. None of the proposers qualified for the preference.

**Office of the Inspector General (OIG) and/or Commission on Ethics and Public Trust (COE) Reports, Findings and/or Enforcement Documentation for Proposer and Subcontractor(s):**

Staff submitted a request to OIG and COE on March 26, 2024. A response was received from OIG and COE on March 26, 2024 advising that no reports were found.

**Office of the Commission Auditor (OCA) Background Check:**

Staff submitted Committee member's completed Neutrality Affidavits and Resumes to OCA on April 1, 2024. A response was received on April 5, 2024. No conflicts of interest were identified.

**Summary of scores:**

The Committee conducted scoring in accordance with the criteria outlined in the solicitation. The Committee decided not to hold oral presentations. Price proposal was evaluated in conjunction with the Technical Proposal. The final scores are as follows:

<b>Proposer</b>	<b>Technical Score</b> <i>(max.2400)</i>	<b>Price Score</b> <i>(max.600)</i>	<b>Total Combined Score</b> <i>(max.3000)</i>	<b>Price/Cost Submitted</b>
Allied Aviation Fueling of Miami, Inc.	2340	595	2935	\$41,500/month
Aircraft Service International Inc. d/b/a Menzies Aviation	2061	429	2490	\$60,000/month

Upon review of scores, there were no variances identified that exceeded 33% of the average score by all Committee members by criteria.

**Local Preference:**

Local Preference was considered but did not affect the outcome as both vendors are local.

**Administrative Leave Eligibility:**

The following County employees served as scoring members of the Committee and timely completed all committee-related duties, including submittal of the Neutrality Affidavit within three business days from Selection Committee Coordinator’s notification dated March 27, 2024; initial scoring within 30 calendar days of Selection Committee Coordinator’s completion of required reviews; and are hereby entitled to one (1) day of paid administrative leave pursuant to Implementing Order No. 3-34:

<b>Employee’s Name</b>	<b>Employee’s Department</b>
Gustavo Leal	MDAD
Victor Mendez	MDAD
Rebecca Varley	RER

**Negotiations:**

The Committee recommends that the County enter into negotiations with the highest ranked proposer, Allied Aviation Fueling of Miami, Inc. (Allied), The following individuals will participate in the negotiations:

- Amy Almanzar, Procurement Contracting Officer, SPD
- Gustavo Leal, Environmental Section Chief, MDAD
- Claudia Portocarrero, Aviation Senior Procurement Contracting Officer, MDAD

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

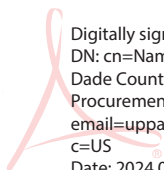
**Consensus Statement:**

The Committee noted the proposals from Allied and Aircraft Service International Inc. d/b/a Menzies Aviation demonstrated that both firms were qualified to perform the services; however, the proposal from Allied was thorough and had an advantage with regards to small business utilization and price. Allied intends to use certified small business sub-contractors to perform portions of work (i.e. security guard services, electrical maintenance). The utilization of small business sub-contractors is a benefit to the County. Additionally, although Allied’s price submitted is within MDAD’s budgetary limits, price will be negotiated.

Report of Competitive Selection Committee for RFP No. EVN0000425, Management and Operations of Identified Miami-Dade Aviation Department's Fueling System Facilities

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

Approved



Digitally signed by Namita Uppal  
DN: cn=Namita Uppal, o=Miami  
Dade County, ou=Chief  
Procurement Officer,  
email=uppaln@miamidade.gov,  
c=US  
Date: 2024.05.21 13:12:10 -04'00'

---

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

---

Date

RFP NO. EVN0000425

Management and Operations of Identified Miami-Dade Aviation Department's Fueling System Facilities  
EVALUATION OF PROPOSALS

COMPOSITE

EVALUATION CRITERIA	PROPOSERS		Aircraft Service International Inc. d/b/a Menzies Aviation	Allied Aviation Fueling of Miami, Inc.
	Maximum Points Per Member	Maximum Total Points (3 members)		
Proposer's relevant experience, qualifications, and past performance	250	750	690	730
Relevant experience and qualifications of Proposer's key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	200	600	479	590
Proposed methodology and approach to providing the services in the solicitation	150	450	404	440
Small and Local Business Utilization and Project Labor Requirements	100	300	219	290
Proposers use of innovative technologies and environmentally friendly products	100	300	269	290
<b>Total Technical Points</b>	<b>800</b>	<b>2400</b>	<b>2061</b>	<b>2340</b>
<b>Price Points</b>	<b>200</b>	<b>600</b>	<b>429</b>	<b>595</b>
<b>TOTAL POINTS</b>	<b>1000</b>	<b>3000</b>	<b>2490</b>	<b>2935</b>
<b>Ranking</b>				

Signature:  
Amy Almanzar

Selection Committee Coordinator

Heylicken Espinoza

Reviewer

Print Name: Amy Almanzar Date: 4/29/2024

Print Name: Heylicken Espinoza Date: 4/29/2024

<b>Local Preference*</b> (Highest ranked proposer's total points - 5% = Local Preference range)	2935	2788		
Is any firm within 5% of the highest ranked? Y / N	N			
Is highest ranked local? Y / N	Y			
Is firm within 5% local? Y / N	NA			

RFP NO. EVN0000425

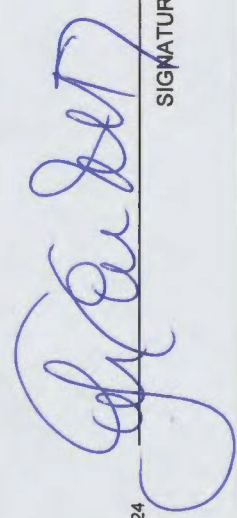
Management and Operations of Identified Miami-Dade Aviation Department's Fueling System  
Facilities

EVALUATION OF PROPOSALS

COMMITTEE MEMBER: Gustavo Leal

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Aircraft Service International Inc. d/b/a Menzies Aviation	Allied Aviation Fueling of Miami, Inc.
1	Proposer's relevant experience, qualifications, and past performance	250	250 <del>200</del> 4	250 <del>200</del> 4
2	Relevant experience and qualifications of Proposer's key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	200	150	200
3	Proposed methodology and approach to providing the services in the solicitation	150	140	150
4	Small and Local Business Utilization and Project Labor Requirements	100	50	100
5	Proposers use of innovative technologies and environmentally friendly products	100	100	100
6	Price Points	200	100	200

4/26/2024



SIGNATURE

4/29/24

DATE



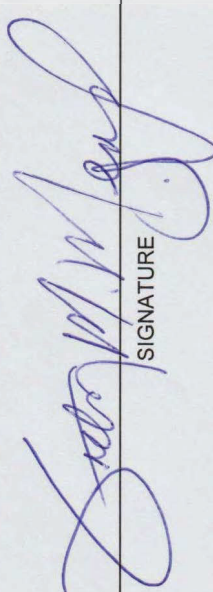
RFP NO. EVN0000425

Management and Operations of Identified Miami-Dade Aviation Department's Fueling System  
Facilities

EVALUATION OF PROPOSALS

COMMITTEE MEMBER: Victor Mendez

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Aircraft Service International Inc. d/b/a Menzies Aviation	Allied Aviation Fueling of Miami, Inc.
Proposer's relevant experience, qualifications, and past performance		250	210	230
Relevant experience and qualifications of Proposer's key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors		200	150	190
Proposed methodology and approach to providing the services in the solicitation		150	130	140
Small and Local Business Utilization and Project Labor Requirements		100	80	90
Proposers use of innovative technologies and environmentally friendly products		100	80	90
Price Points		200	150	195

  
SIGNATURE

4/29/2024  
DATE

RFP NO. EVN0000425

Management and Operations of Identified Miami-Dade Aviation Department's Fueling System  
Facilities

EVALUATION OF PROPOSALS

COMMITTEE MEMBER: Rebecca Varley

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Aircraft Service International Inc. d/b/a Menzies Aviation	Allied Aviation Fueling of Miami, Inc.
	Proposer's relevant experience, qualifications, and past performance	250	230	250
	Relevant experience and qualifications of Proposer's key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	200	179	200
	Proposed methodology and approach to providing the services in the solicitation	150	134	150
	Small and Local Business Utilization and Project Labor Requirements	100	89	100
	Proposers use of innovative technologies and environmentally friendly products	100	89	100
	Price Points	200	179	200

*Rebecca d. Varley*

SIGNATURE

4/29/24

DATE

EVN0000425

**Management and Operations of Identified Miami-Dade Aviation Department's  
Fueling System Facilities  
EVALUATION OF PROPOSALS**

**Evaluation of scores**

FIRM'S NAME	EVALUATION CRITERIA	Maximum Points Per Member	Gustavo Leal	Victor Mendez	Rebecca Varley	Average	Low Disparity	High Disparity
<b>Aircraft Service International Inc. d/b/a Menzies Aviation</b>	Proposer's relevant experience, qualifications, and past performance	250	250	210	230	230.00	154.10	305.90
	Relevant experience and qualifications of Proposer's key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	200	150	150	179	159.67	106.98	212.36
	Proposed methodology and approach to providing the services in the solicitation	150	140	130	134	134.67	90.23	179.11
	Small and Local Business Utilization and Project Labor Requirements	100	50	80	89	73.00	48.91	97.09
	Proposers use of innovative technologies and environmentally friendly products	100	100	80	89	89.67	60.08	119.26
	Price Points	200	100	150	179	143.00	95.81	190.19
<b>Allied Aviation Fueling of Miami, Inc.</b>	Proposer's relevant experience, qualifications, and past performance	250	250	230	250	243.33	163.03	323.63
	Relevant experience and qualifications of Proposer's key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	200	200	190	200	196.67	131.77	261.57
	Proposed methodology and approach to providing the services in the solicitation	150	150	140	150	146.67	98.27	195.07
	Small and Local Business Utilization and Project Labor Requirements	100	100	90	100	96.67	64.77	128.57
	Proposers use of innovative technologies and environmentally friendly products	100	100	90	100	96.67	64.77	128.57
	Price Points	200	200	195	200	198.33	132.88	263.78



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**DATE:** October 16, 2024

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

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

Please note any items checked.

- “3-Day Rule” for committees applicable if raised**
- 6 weeks required between first reading and public hearing**
- 4 weeks notification to municipal officials required prior to public hearing**
- Decreases revenues or increases expenditures without balancing budget**
- Budget required**
- Statement of fiscal impact required**
- Statement of social equity required**
- Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- No committee review**
- Applicable legislation requires more than a majority vote (i.e., 2/3’s present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5’s \_\_\_\_, unanimous \_\_\_\_, majority plus one \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) \_\_\_\_, CDMP 9 vote requirement per 2-116.1(4)(c) (2) \_\_\_\_ ) to approve**
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(P)(3)  
10-16-24

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AWARD OF CONTRACT NO. EVN0000425 TO ALLIED AVIATION FUELING OF MIAMI, INC. FOR THE MANAGEMENT AND OPERATIONS OF IDENTIFIED MIAMI-DADE AVIATION DEPARTMENT'S FUELING SYSTEM FACILITIES IN A TOTAL AMOUNT NOT TO EXCEED \$6,263,791.00 FOR THE INITIAL SEVEN-YEAR TERM AND ONE, THREE-YEAR OPTION TO RENEW FOR THE MIAMI-DADE AVIATION DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND 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

**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 approves award of Contract No. EVN0000425 to Allied Aviation Fueling of Miami, Inc., in substantially the form attached and made a part hereof, for the Management and Operations of Identified Miami-Dade Aviation Department's Fueling System Facilities in a total amount not to exceed \$6,263,791.00 for the initial seven-year term and one, three-year option to renew for the Miami-Dade Aviation Department.

**Section 2.** This Board authorizes the County Mayor or County Mayor's designee to execute the agreement and 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:

Oliver G. Gilbert, III, Chairman	
Anthony Rodríguez, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Kionne L. McGhee	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 16<sup>th</sup> day of October, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



David M. Murray

---

# MANAGEMENT AGREEMENT FOR OPERATION OF IDENTIFIED MIAMI-DADE AVIATION DEPARTMENT'S FUELING SYSTEM FACILITIES

---

made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year  
Two Thousand \_\_\_\_\_.

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

**And the Management:** **ALLIED AVIATION FUELING OF MIAMI, INC.**  
**MIAMI INTERNATIONAL AIRPORT**  
**4200 N.W. 36TH Street PO BOX 260847 Bldg 5A**  
**Miami, Florida, 33126**

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

**Description of the Project:** Provide for the operations required to maintain, operate, and manage the Fueling Facilities in accordance with all applicable Federal, State, and County regulations, statutes, and ordinances, in accordance with or in excess of applicable industry specifications, standards, and practices taking such actions as are necessary to ensure the continued, uninterrupted operation of the Facilities, and in accordance with the mandates of the Aviation Department.

**TABLE OF CONTENTS**

**MANAGEMENT AGREEMENT FOR OPERATION OF CERTAIN AVIATION  
FUELING FACILITIES AT MIAMI INTERNATIONAL AIRPORT  
RFP NO. EVN0000425**

---

	<u>Page</u>
<u>DEFINITIONS</u>	1
<u>ARTICLE 1 - TERM AND FACILITIES</u>	
1.01 Term	3
1.02 Not Used	3
1.03 Facilities	3
1.04 User Agreements	4
1.05 Response Incorporated	4
1.06 Not Used	4
1.07 Leasehold Interest	4
<u>ARTICLE 2 – SERVICES</u>	5
<u>ARTICLE 3 - GROSS REVENUES AND DEPOSITS</u>	
3.01 Gross Revenues	10
3.02 Deposit of Gross Revenues	10
3.03 Reports	10
3.04 Deposits and Receivables Procedures	10
<u>ARTICLE 4 - BUDGETS AND REPORTS</u>	
4.01 Annual Operating Budget	11
4.02 Detail of Budgeted Employee Expenses	11
4.03 Changes in Employee Expenses by the Department	12
4.04 Not Used	12
4.05 Not Used	12
4.06 Monthly Financial Reports	12
4.07 Inventory Report	12
4.08 Not Used	13
4.09 Annual Audit	13
4.10 Other Reports	13
4.11 Related Party Purchases	13
4.12 Records	14
<u>ARTICLE 5 - COST REIMBURSEMENTS</u>	
5.01 Reimbursable Operating Expenses	14
5.02 Imprest Operating Account	15
5.03 Imprest Payroll Account	15
5.04 Imprest Checking Account	15
5.05 Petty Cash Fund	15



Fuel Facilities Management Agreement

---

5.06	Invoices for Reimbursable Operating Expenses	15
5.07	Payment of Payroll Expenses	16
5.08	Account Replenishment	16
5.09	Replenishment of Imprest Operating Account	16
5.10	Request for Reimbursement-Payroll Related Costs	17
5.11	Not Used	17
5.12	Special Requests for Payment-Management Compensation	17
5.13	Financial Policies and Procedures Manuals	17
5.14	Non-reimbursable Expenses	17
5.15	Governmental Fines and Penalties	18
5.16	Cash Losses	19
5.17	Prompt Payment	19
5.18	Timely Payment	19
5.19	Emergency Expenditures	19

ARTICLE 6 - COMPENSATION TO MANAGEMENT

Management Fee	20
----------------	----

ARTICLE 7 - PERSONNEL

7.01	General Manager	20
7.02	Personnel	21
7.03	Personnel Standards	21
7.04	Employment Procedures Manual	21
7.05	Security Areas/Airfield Operations Area (AOA) Sterile Areas Security	21
7.06	Restricted Area Access – Identification Badges	23
7.07	Security Identification Display Area (SIDA) Access – Identification Badges	24
7.08	AOA Right to Search	24
7.09	AOA – Driver Training	25
7.10	Federal Agencies Right to Consent	25
7.11	Employment Related Examinations	25
7.12	Relationship of Parties	25
7.13	Wage Rates	25
7.14	Employee Relation Expenses	25
7.15	Time Clock	25
7.16	Other Agreements	26
7.17	Alcohol and Drug Testing	26

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.01	Standards of Operations	26
8.02	Revision of Operating Programs	26
8.03	Policy and Procedures Manuals	27
8.04	Customer Charges	27
8.05	Commodities and Equipment	27
8.06	Injury or Damage	27
8.07	Consulting Assistance	28
8.08	Capital Inventories	28
8.09	Permits and Licenses	28
8.10	Right to Audit	28
8.11	Purchasing	28
8.12	Contracts/Agreements	29

Fuel Facilities Management Agreement

---

8.13	Subcontracting	29
8.14	Compliance with U.S. Customs Regulations	29
8.15	Suppliers	29

ARTICLE 9 - MAINTENANCE BY MANAGEMENT

9.01	Cleaning of Facilities	30
9.02	Repair of Damage	30
9.03	Garbage and Trash Disposal and Pest Control	30
9.04	Maintenance of Utilities	30
9.05	Maintenance and Repair	30
9.06	Unbudgeted Maintenance	30
9.07	Alterations and Signs	30
9.08	Maintenance Contractors	30

ARTICLE 10 - DESIGN AND CONSTRUCTION OF FACILITIES

10.01	Design and Construction	31
10.02	Tenant Airport Construction Reimbursement Contracts	31
10.03	Not Used	31
10.04	Architects and Engineers Services	31
10.05	Not Used	31
10.06	Certain Construction Contract Terms	31
10.07	Improvements Free and Clear	31
10.08	Right to Audit	32
10.09	Contracts Assignable	32
10.10	Indemnification by the Contractor	32

ARTICLE 11 - MAINTENANCE BY DEPARTMENT 32

ARTICLE 12 - BONDS

12.01	Performance Bond	33
12.02	Fidelity Bond	33
12.03	U.S. Customs Security Seal Area Bond	33
12.04	U.S. Customs Warehouse Bond	33

ARTICLE 13 - INDEMNIFICATION 33

ARTICLE 14 - INSURANCE

14.01	Insurance Required	34
14.02	Certificates of Insurance	35
14.03	Certificates of Renewal	35
14.04	Certificates of Continuity	35
14.05	Insurance Company Rating Requirements	35
14.06	Right to Examine	35
14.07	Personal Property	36
14.08	Cancellation of Insurance	36
14.09	Other Insurance Indemnification	36
14.10	Management Liable	36
14.11	Survival of Provisions	36
14.12	Workers Compensation	36
14.13	Reimbursable Policies	36

<u>ARTICLE 15 - NO ASSIGNMENT OR SALE OF CONTROLLING INTEREST</u>	37
<u>ARTICLE 16 - TRADEMARKS AND LICENSES</u>	37
<u>ARTICLE 17 - LABOR ACTIVITY</u>	37
<u>ARTICLE 18 - TERMINATION BY COUNTY</u>	
18.01 Automatic Termination	37
18.02 Defaults	38
18.03 Other Terminations or Abatement	39
18.04 Termination for Convenience	39
<u>ARTICLE 19 - NOT USED</u>	40
<u>ARTICLE 20 - DAMAGE OR DESTRUCTION TO FACILITIES</u>	40
<u>ARTICLE 21 - NONDISCRIMINATION</u>	
21.01 Equal Employment Opportunity	40
21.02 Nondiscriminatory Access to Facilities	41
21.03 Breach of Nondiscrimination Covenants	41
21.04 Nondiscrimination	41
21.05 Disability Nondiscrimination Certification	42
21.06 Affirmative Action/Nondiscrimination of Employment, Promotion and Procurement Practices	42
<u>ARTICLE 22 - RULES AND REGULATIONS</u>	
22.01 Rules and Regulations	43
22.02 Violations of Rules and Regulations	43
<u>ARTICLE 23 - CIVIL ACTIONS</u>	
23.01 Governing Law/venue	43
23.02 Notice of Commencement of Civil Action	43
23.03 Registered Office/Agent, Jurisdiction	44
<u>ARTICLE 24 - ACTIONS AT TERMINATION</u>	
24.01 Surrender of Facilities	44
24.02 Amounts Due and Payable	44
24.03 Removal of Personal Property	44
24.04 Environmental Remediation	44
<u>ARTICLE 25 - OTHER PROVISIONS</u>	
25.01 Payment of Taxes	45
25.02 No Possessory Interests	45
25.03 Rights to be Exercised by Department	45
25.04 Administrative Modifications	45

## Fuel Facilities Management Agreement

---

25.05	Approvals	45
25.06	Not Used	45
25.07	Rights of County at Airport	45
25.08	Federal Subordination	45
25.09	Notices	46
25.10	Severability	46
25.11	Authorized Uses Only	46
25.12	No Waiver	46
25.13	Right to Regulate	46
25.14	Entirety of Agreement	46
25.15	Inspections	47
25.16	Inspector General Reviews	47
25.17	Employment Eligibility Verification (E-VERIFY)	48
25.18	First Source Hiring Referral Program (“FSHRP”)	48
25.19	Headings	49
25.20	Binding Effect	49
25.21	Performance	49
25.22	Supplier/Vendor Registration/Conflict Of Interest	49
25.23	Federal, State, and Local Compliance Requirements	51
25.24	Living Wage	52
25.25	Trust Agreement	53
25.26	Federal Aviation Administration (FAA) Provisions	53

## ARTICLE 26 - ENVIRONMENTAL COMPLIANCE

26.01	Definitions	55
26.02	Management’s Industrial Classification	57
26.03	Management’s Acceptance of the Risks and Condition of Premises As-Is	57
26.04	County’s Disclosure of Soil and Groundwater Contamination	57
26.05	Baseline Audit	59
26.06	Management Audit	59
26.07	Environmental Maintenance of Facilities	60
26.08	Management’s Use of Hazardous Materials	60
26.09	Entry by County	60
26.10	Permits and Licenses	61
26.11	Notice of Discharge to County	61
26.12	Reports to County	62
26.13	Periodic Environmental Audits	62
26.14	Remediation of Hazardous Material Release	62
26.15	Indemnity	63
26.16	Environmental Insurance	64
26.17	Waiver and Release	64
26.18	Surrender of Facilities	65
26.19	Breach	65
26.20	Survivability of Terms	65
	SIGNATURES	66

**Attachments to the Agreement:**

- Exhibit A:** Maps
- Exhibit B:** Deposit Report
- Exhibit C:** Accounting and Internal Control Procedures
- Exhibit D:** Revenue Summary
- Exhibit E:** Procedures for Requesting Construction Related Records from MDAD
- Exhibit F:** Tenant Airport Construction – Reimbursable (TAC-R) Procedures
- Exhibit G:** Reimbursable Operating Expenses
- Exhibit H:** Request for Replenishment
- Exhibit I:** Airport Customs Security Area Bond
- Exhibit J:** Not Used
- Exhibit K:** Performance Bond
- Exhibit L:** Management Fee
- Exhibit M:** Executed Affidavits and Certificates of Insurance

**MANAGEMENT AGREEMENT**

**MANAGEMENT AGREEMENT FOR OPERATION OF CERTAIN AVIATION FUELING FACILITIES, MIAMI INTERNATIONAL AIRPORT**

THIS MANAGEMENT AGREEMENT ("Agreement"), is made and entered into as of the \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, between MIAMI-DADE COUNTY, FLORIDA, ("County") and Allied Aviation Fueling of Miami, Inc., a corporation, authorized to do business in the State of Florida ("Management" or "Operator").

W I T N E S S E T H:

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

**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:

- a) The term "Additional Facilities" or "Improvements" means any additional facilities, agreed to be built by the Department.
- b) The term "Air Carrier" means any "air carrier" or "foreign air carrier" certified by the Federal Aviation Administration of the Department of Transportation and which is operating at the Airport on a regularly scheduled basis.
- c) The term "Airport" means Miami International Airport (MIA).
- d) The term "Authorized in Writing by the Department" shall mean authorized by the Aviation Director.
- e) The term "Aviation Director" means the Director of the Miami-Dade Aviation Department or his or her designee.
- f) The term "Aviation Fuel" or "Jet Fuel" means Kerosene based jet aircraft fuel meeting the specifications of ASTM D1655.
- g) The term "Bonded Fuel" means Aviation Fuel that is produced outside the United States of America, remains segregated as determined by the United States Customs Service and is boarded on aircraft with destinations outside the United States of America.
- h) The word "Code" refers to the Code of Miami-Dade County, Florida.
- i) The word "County" means Miami-Dade County, a political subdivision of the State of Florida.
- j) The word "Days" means calendar days.
- k) The word "Department" means the Miami-Dade Aviation Department (MDAD).

- l) The term “Effective Date” means the date that appears in the first paragraph of the Management Agreement.
- m) The word “Facilities” shall have the meaning stated in Subarticle 1.03 of this Management Agreement.
- n) The term “Fuel Storage Facility” shall mean, but is not limited to, storage tanks and piping systems, load and offload systems, pumping and filtration systems, main distribution system, fire suppression systems, buildings and all associated equipment and appurtenances including all systems under construction and any new systems not yet constructed but which may be added to the storage facility.
- o) The words “General Manager” mean an individual employed by Management on a full time basis, devoting his or her time exclusively to managing Management's operations of the Management Agreement at the Airport who shall have overall responsibility for the work to be performed by Management under the Management Agreement. The General Manager shall be the contact person for Management, and correspondence concerning the Agreement shall be directed to the General Manager. This individual shall have the authority to sign on behalf of and bind the firm for all matters connected with the Agreement. The General Manager shall be qualified and experienced and must have recent management experience at similar facilities of significant size or an equivalent approved by the Department.
- p) The term “Into-plane Agent” means any person that (a) executes a Fuel System Access Agreement; and (b) obtains all necessary approvals and permits to perform into-plane fueling services for users at the Airport.
- q) The words “Management” or “Operator” mean the Successful Proposer that receives the award of the Management Agreement from the County as a result of the Solicitation.
- r) The word “Person” or “person” means any natural person, firm, partnership, corporation, governmental body or other legal entity.
- s) The words “Proposer”, “Submitter”, or “Respondent” mean the person, firm, entity or organization submitting a response to the Solicitation.
- t) The words “Scope of Services” mean Article 2 of this Agreement, which details the work to be performed by the Successful Proposer.
- u) The words “Subcontractor” or “Subconsultant” mean any person, firm, entity or organization, other than the employees of the Management, who contracts with the Management to furnish labor, or labor and materials, in connection with the Work or Services to the County, whether directly or indirectly, on behalf of the Management.
- v) The word “Supplier” means a person who has a contract to supply aviation fuel at this Airport.
- w) The words “Work”, “Services”, “Program”, “Project” or “Engagement” mean all matters and things that will be required to be done by Management in accordance with Article 2, “Services” herein.
- x) The words “Work Order” mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Management in accordance with the terms of the Management Agreement.

**ARTICLE 1**  
**Term and Facilities**

**1.01 Term:** The County hereby engages Management and Management hereby agrees to manage, operate and maintain the Facilities as described in Subarticle 1.03 hereof, at Miami International Airport ("Airport"), for a term of seven (7) years and the County reserves the right to extend this Management Agreement for up to one (1), three (3) year term, on the same terms and conditions contained herein, unless terminated under provisions contained herein, but in any case, not to exceed ten (10) years.

**1.02 Not Used**

**1.03 Facilities:** The facilities to be operated by Management hereunder specifically include, but are not necessarily limited to, the fuel storage facility land and facilities as shown on Exhibit A attached hereto and made a part hereof, and include all County owned appurtenances thereto, including, but not necessarily limited to, storage tanks, buildings, underground fuel lines, hydrants and hydrant pits, pipes, pumps, motors, filters, lines, valves and the like, which are collectively referred to as the "Facilities." Such Facilities shall also include administrative office space and parking to be provided by the Department. Such offices shall not be used for any purpose other than support of operations under this Agreement. The Department reserves the unlimited right, without liability to Management, to add, delete, alter, change, modify or close all or any portion of the Facilities listed on Exhibit A for purposes of refurbishment, modification, expansion, renovation, improvement or repair or for other Airport purposes. The Department may add new or additional facilities or delete existing Facilities from Exhibit A by providing written notice and a revised Exhibit A to Management. Neither the addition, nor the deletion of Facilities to be operated by Management hereunder shall change the compensation due Management, pursuant to Article 6 hereof. Management shall not use the Facilities provided hereunder other than for the provision of the services required pursuant to this Agreement and said Facilities shall not be used by any subsidiary or affiliate of Management, except as pursuant to Subarticle 4.11 or as otherwise provided in this Agreement. The Facilities currently include, but are not limited to, the following:

- A. The bulk fuel storage facility which includes, but is not limited to, storage tanks and piping systems, load and offload systems, pumping and filtration systems, main distribution system, fire suppression systems, buildings and all associated equipment and appurtenances including all systems under construction and any new systems not yet constructed but which may be added to the storage facility; and
- B. The terminal hydrant systems including all systems under construction and any new systems not yet constructed, all associated equipment and appurtenances; and
- C. The West Cargo Load Rack and all associated equipment and appurtenances including a vehicular diesel tank and dispenser;
- D. The Midfield gas and diesel facility, and all associated equipment and appurtenances, and
- E. Vehicular Gasoline emergency tank located at the gas station at 20 street.



**1.04** User Agreements: Management shall enter into agreements, substantially in a form common to the industry, with airlines, fuel suppliers and other users of the Airport relative to their use of and access to the Facilities and aviation fuel products delivered to, stored or distributed therefrom. These agreements are subject to the prior approval of the Department, as to forms of any agreements to be used, classes of users, the rights of users to individually audit the costs and revenues of the operation, language as to ownership, commingling, inventorying, and reconciliation of fueling the Facilities, and the schedule of fees and charges to be paid by users. All such agreements and arrangements shall be subordinate to the terms of this Agreement and shall terminate or be assignable to the County or others upon the termination of this Agreement. Management shall provide copies of all user agreements to the Department at the time each agreement is executed or amended.

**1.05** Response Incorporated: Management acknowledges that it has submitted to the County a Response to Request for Proposals ("RFP") that was the basis for the award of this Agreement and upon which the County has relied. The proposal of Management, where not inconsistent with the terms of this Agreement, is hereby incorporated into this Agreement by reference.

**1.06** Not Used

**1.07** Leasehold Interest: The Department may, at any time during the term of this Agreement, require Management to execute the County's Lease Agreement ("Lease Agreement"), pursuant to which this Agreement was awarded to Management. The Department is hereby authorized to execute said Lease Agreement on behalf of the County. Rental payments required pursuant to the Lease Agreement are not reimbursable hereunder. Any leasehold interest so created shall not give Management any greater rights than those provided herein, except as to such leasehold interest. Management agrees that such leasehold interest shall automatically terminate at the same time this Agreement is terminated, and, notwithstanding any provision in such Lease Agreement to the contrary, Management agrees that it shall have no leasehold rights in any of the Facilities upon termination of this Agreement and the Lease Agreement, nor shall Management have any rights of a lessee or tenant under such Lease Agreement upon termination, all of which rights Management hereby waives by execution of this Agreement. Notwithstanding the foregoing, the County shall be entitled to resort to all remedies provided by the Lease Agreement, this Agreement or by law to secure orders and writs of eviction and possession, if necessary, to recover possession of the Facilities. Management, for itself, its assigns and subcontractors waives any and all rights that otherwise might be provided by the Lease Agreement as a condition precedent to obtaining any such order or writ, or to notices from the County, and waives all rights to cure defects or defaults or otherwise to retain possession of the Facilities following termination of this Agreement.

**ARTICLE 2**  
**Scope of Services**

**2.01. MANAGEMENT AND OPERATIONS SERVICE REQUIREMENTS:** Management shall be responsible for the daily management, operations, and maintenance of the Airport-owned Fueling System (*a complex infrastructure of equipment utilized to receive, transport, store, and pump fuel*) at identified MIA Facilities.

Management shall be required to provide all air carriers with fair and non-discriminatory access to the services to be provided under the resultant contract agreement, including the right and ability of each Air Carrier to select its own supplier(s) of jet fuel and into- plane services. Management shall be required to maintain, operate, and manage the Facilities in accordance with all: applicable Federal, State, and County regulations, statutes, and ordinances, as same may be amended from time to time: in accordance with or in excess of applicable industry specifications, standards, and practices taking such actions as are necessary to ensure the continued, uninterrupted operation of the Facilities; and in accordance with the mandates of the Aviation Department authorized by the Aviation Director.

**2.01.1 MIA Fueling System Facilities**

**Exhibit A - Fuel Storage (bulk) Facility Site Plan** includes but is not limited to storage tanks and piping systems, load and offload systems, pumping and filtration, main distribution system, fire suppression systems, buildings, office space and parking, and all associated equipment and appurtenances including all systems under construction and any new system not yet constructed but which may be added to the storage facility. Such office space shall not be used for any purpose other than support of operations under any resultant Agreement. The following locations are identified in Exhibit A:

- A. NW 20<sup>th</sup> Street (emergency vehicular gasoline tank) Station and, all associated equipment appurtenances.
- B. Midfield Fueling (gas and diesel) Station, the terminal hydrant systems including all systems under construction and, any new systems not yet constructed and, all associated equipment and appurtenances.
- C. West Cargo Fuel Tender Facility Load Rack the diesel tank (existing and any tank not yet constructed) and associated equipment and appurtenances.

In cooperation with the Department, Management shall develop and periodically review the fees and charges assessed for the use of the fuel storage system, the distribution system, and the loading facilities. In cooperation with the Department, Management shall also develop and periodically review the procedures for assessing and promptly collecting fees and charges. All such fees and charges must be approved in writing by the Aviation Director and provided to all users of the facilities.

Further, in accordance with all applicable Federal, State, and County regulations, statutes, and ordinances and applicable industry specifications, standards, and practices, Management shall schedule, monitor, receive, and distribute fuel inventory records and maintain all required records relating to fuel scheduled, received, stored, and distributed. Management shall provide fuel quality surveillance and testing in accordance with or in excess of applicable industry specifications, standards, and practices and maintain all required quality surveillance records and fuel samples.

The Department reserves its unlimited right, without liability to Management, to add, delete, alter, change, modify or close all or any portion of the Facilities identified in **Exhibit A** for purposes of refurbishment, modification, expansion, renovation, improvement, repair or for other Airport purposes. The Department may add new or Additional Facilities and/or delete existing Facilities by providing written notice and a revised Exhibit A, to Management. Neither the addition, nor the deletion of Facilities to be managed, operated, and maintained by Management shall change the

compensation due to Management.

**2.01.2 Maintenance: Refer to Article 9**

**2.01.3 Business Operations Service Requirements**

In accordance with all applicable Federal, State, and County regulations, statutes, ordinances and, in accordance with, or in excess of, applicable industry specifications, standards, and practices, Management shall:

- A. Apply for, obtain, and maintain in good standing all Federal, State, and County licenses and permits required for the operation of the Facilities.
- B. Develop a systematic review of the fuel flowage fee revenues and charges assessed for the use of the storage system, the distribution system, and the loading facilities as well as advance present principles and procedures for assessing and promptly collecting fees and charges, in collaboration with MDAD.
- C. Maintain record of on-site essential inventory such as parts, supplies, and equipment necessary to keep the identified Fueling System Facilities in good operating condition and to immediately and effectively respond to a Jet Fuel spill, or any other spill in which MDAD needs assistance (*with prior authorization*). Inventory records shall be updated, at a minimum, annually.
- D. When requested in writing by the Department, contract for design and construction services in managing the repairs, maintenance, replacements, refurbishments, and additions to the Facilities, in accordance with MDAD's Tenant Airport Construction – Reimbursable (TAC-R) Procedures (in effect at the time of such alteration or Improvement). **Exhibit F** provides for in effect TAC-R. Management shall not proceed with any design and construction services for the Facilities without first obtaining written approval of plans and specifications for such Work from applicable Federal, State and local agencies, including MDAD's Project Manager. All design and construction expenses and the related supporting documentation shall be undertaken in accordance with the budget and procurement procedures of the Department. The maximum amount of all TAC-R construction to be done per year under this Agreement shall not exceed ten million dollars (\$10,000,000), except that design and construction required to address an imminent threat to health, safety, or the environment shall not count towards this maximum amount.
- E. Management shall be responsible for the provision of or contract for the provision of security services at the Facilities. All security service expenses shall be undertaken only with the prior written approval of MDAD and shall be reimbursable in accordance with the budget and procurement procedures of the County. (see **article 8.12 of the Draft Agreement**) The provider of such security services must hold a valid **Class "B" Security Agency License** or class **"BB" Security Agency Branch Office License**, issued by the State of Florida, Department of Agriculture and Consumer Services – Division of Licensing, in accordance with the Florida Statutes Chapter 493. Management shall ensure the Subcontractor providing security services maintain licensing requirement at time of resultant Agreement award, during the term of the Contract, including renewals and extensions thereof. MDAD reserves the right to provide such security services at the Facilities, in its sole discretion. Management shall inform the Department of all interactions with law enforcement, whether initiated by Management or law enforcement, unless specifically prohibited by law from disclosing such interaction to the Department.
- F. In the performance of all Work, Services and activities under resultant Agreement, be an independent contractor, and not an employee, binding agent or servant of the County. All persons engaged in any of the Work or Services performed pursuant to the resultant Agreement

shall at all times, and in all places, be subject to Management's sole direction, supervision, and control. Management shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Management's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

- G. When requested by the Department, Management shall operate and maintain a gas station(s) facilities providing motor gas and diesel fuel to ramp vehicles. This requirement shall include the acquisition of motor gas and diesel fuel at the wholesale price for resale to users. In cooperation with the Department, Management shall develop a systematic review of the fees and charges assessed for the use of the gas station(s) as well as develop the procedures for assessing and promptly collecting fees and charges, in collaboration with MDAD. All such fees and charges must be approved in writing by the Department and provided to all users of the facilities.

#### **2.01.4 Environmental Service Requirements**

In accordance with all applicable Federal, State and County regulations, statutes, ordinances and orders relating to environmental protection, industrial hygiene, or the use, generation, manufacture, storage, disposal or transportation of Hazardous Materials on, about or from the Airport, Management shall:

1. Develop and maintain a program to provide 24 hour a day response for the immediate containment and clean-up of all fuel spills, as authorized by MDAD Project Manager. All of the Management's employees assigned to fuel spill clean-ups shall receive appropriate training, certifications, and medical monitoring as required by 29 CFR 1910 and other applicable Federal, State, and County regulations, statutes, and ordinances.
2. Attain ISO 9001 certification for quality management system program within eighteen (18) months of resultant Contract effective date and provide such proof of certification to MDAD. Management shall maintain ISO certification during the term of the resultant Agreement, renewal options, and any extension thereof. MDAD Facilities are ISO 14001 certified.
3. Assist MDAD in maintaining the ISO 14001 certification by:
  - i. participating in continual improvement and pollution prevention programs
  - ii. achieving and maintaining compliance with environmental legislation and other requirements.
  - iii. assisting in surveillance pre-audits and audits as well as with assisting with reassessments and participating in reassessments.
4. Actively participating in all programs required by MDAD. From time to time, MDAD applies for and participates in various environmental and pollution prevention programs, and emergency and environmental drills.

#### **2.01.5 Business Concepts and Operations**

Management shall provide a detailed business concept and operations plan (Plan) for the management, operations, and maintenance of the Facilities so that they are continuously capable of receiving and delivering Bonded and Domestic Fuel as defined and required by ASTM D1655 standards. The Plan shall identify how personnel is properly trained, and fully qualified and certified (with licenses and/or ratings) for the Work being performed to meet the standards set forth. The Plan shall be kept current by Management:

- A. Scheduling, receiving, and accounting for Bonded and Domestic Fuel.
- B. Maintaining fuel quality surveillance procedures.

- C. Operating and maintaining tank gauging and tank monitoring devices; tank and line leak detection devices; fuel filtration and pumping systems; fuel storage, distribution, and hydrant systems; oil water separator and capture tank systems; cathodic protection, bonding and grounding systems; fire protection systems; emergency power systems.
- D. Surveillance, preventive and corrective maintenance programs.
- E. Specific procedures for maintaining full compliance with OSHA health and safety requirements.
- F. Mobilization and Transition
- G. Maintenance Program
- H. Recruitment and Retention Practices
- I. Data Conversion
- J. Contingency Planning
- K. Quality Assurance Program
- L. Personnel Staffing
- M. Budget

**2.02 EMPLOYMENT CONDITIONS**

The County desires that employees of the Management are aligned with the Airport's mission of providing best in class customer service to its passengers and tenants and believes Management's employment conditions directly impact employee satisfaction and thus customer service. Accordingly, it is the County's desire that Management provides employment conditions for its employees at the Airport beyond the minimums provided for in state or federal law, although nothing herein shall require Management to proffer employment conditions in excess of those provided for in state or federal law. To the extent that Management voluntarily proffers to provide employment conditions beyond the statutory minimums, those proffered conditions shall be incorporated into Management's resultant contract, as such proffer is a material and voluntary inducement to the County entering into such contract. Nothing in this section requires Management to offer employee benefits in excess of the minimums provided in state or federal law. Nothing in the resultant contract with Management shall mandate the provision of employee benefits in excess of state or federal law.

**2.03 TRANSITION PERIOD**

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

**2.3.1 Right of First Refusal of Employment**

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

**2.3.2 Worker Retention**

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

Management shall extend written offers of employment to the employees of the immediately preceding Contractor or its Subcontractor at the Airport and retain such employees for a period of forty-five (45) calendar days unless Management determines and demonstrates to the County that such employees are unnecessary for the provision of services. If Management determine that one or more additional employees are needed for the provision of Services during the initial forty-five (45) day period, then it must first offer employment, in writing, to any qualified employees of the immediately preceding

Contractor. Employees may be terminated for cause within the forty-five (45) day period. After the conclusion of the forty-five (45) day period, continued employment may be under the terms and conditions established by Management or as required by state or federal law. Management shall additionally require their Subcontractors to adhere to the same requirements when Management subcontracts work it had previously performed through its own employees, and when Management changes Subcontractors.

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

#### 2.04 **REQUIRED TRAINING**

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

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

##### **A. Heat stress**

1. Blood borne pathogens
2. Infectious disease
3. Proper handling of dangerous goods and hazardous materials
4. Ergonomics
5. Hearing conservation
6. Assisting persons with disabilities (ADA) and the Disabled Access and Functional Needs (DAFN) population.
7. Employees who use equipment or vehicles must be trained and certified, if available, by Management in the operation of every piece of equipment they will use or vehicle they will ride in or operate.
8. Emergency situations and response procedures; appropriate prevention and response methods to emergencies including fire, chemical spills, terrorist threats, workplace violence, medical emergencies, biohazards, and natural disasters, including evacuation and disaster recovery;
9. Developing observation, detection, customer service and reporting skills that can help detect, prevent and respond to incidents;

**B. Trainings must satisfy the following criteria:**

1. Provided by an MDAD-Approved Safety Training Provider at no expense to the employee.
2. A course that is effective and interactive. The terms “effective and interactive” shall mean:
  - a. A combination of in-person classroom instruction and,
  - b. Delivery in a setting removed from the employee’s daily duties
3. Use of audio, video or computer technology to complement and support classroom instruction and to supplement training.
4. Composed of both didactic and practical applications, including hands-on, experiential learning that allow employees to practice skills learned such as providing assistance to passengers with disabilities, lifting heavy objects.
5. Completed in manageable increments that support learning (A summative assessment component is recommended followed by evaluation surveys of the instructors or learning program).
6. Conducted in a manner that fosters a full understanding of the content and intent of the curriculum.
7. Provided training materials for employees shall be appropriate in content and vocabulary to the language, educational level and literacy level of the employees receiving the training.

**ARTICLE 3**

**Gross Revenues and Deposits**

3.01 Gross Revenues: All Gross Revenues generated from the operation of the Facilities pursuant to Subarticle 2.01 under this Agreement shall accrue to the County. "Gross Revenues" shall mean all monies, paid or payable to Management for transactions made and for services rendered by Management in the operation of the Facilities, including, but not limited to, monies paid or payable to the Department by users of the Facilities, regardless of when or where the transactions are made or the services are rendered, whether paid or unpaid, whether on a cash or credit basis.

3.02 Deposit of Gross Revenues: Management shall deposit Gross Revenues in a revenue depository account of and to the credit of the County, in such banks and other depositories as the Department shall designate in the manner similar to the attached Exhibit B. Deposits of Gross Revenues shall be made as soon as practical, but not later than the next banking day following receipt of any such Gross Revenue.

3.03 Reports: Management shall deliver to the Department copies of such daily, weekly and other periodic activity reports, related to the generation of Gross Revenues and operations hereunder, prepared by Management in the normal course of business, as the Department shall reasonably require from time to time. (See Exhibit D, Revenue Summary)

3.04 Deposits and Receivables Procedures: Revenue deposits and receivables shall be processed in accordance with Generally Accepting Accounting Principles, standard internal control procedures and with the normal procedures and controls contained in Management’s procedures manuals, which shall incorporate the required accounting and internal control procedures described in, but not limited to, Exhibit C and be approved in writing by the Department. Management shall be obligated to actively pursue collection of all accounts receivable and shall be and remain responsible for the amount of same until the Department shall approve a write-off of said receivables in writing, authorized by the Aviation Director or her designee. Delinquent accounts receivable, which shall accrue late payment charges at the rate of

1.5% per month, shall be reviewed by Management and the Department on a quarterly basis. Receivables will be approved for write off only when they meet the County's criteria for writing off bad debts. In the event the Department declines to write-off the accounts of bankrupt debtors in order to pursue a claim in the Bankruptcy Courts, Management shall not be held liable for such bad debts.

**ARTICLE 4**  
**Budgets and Reports**

4.01 Annual Operating Budget: Annually, but no later than January 1 of each year of this Agreement or in accordance with a schedule to be published by the Department, Management shall submit to the Department an Annual Operating Budget for the next fiscal year of the County, from October 1 to September 30. The Annual Operating Budget is to be prepared in accordance with instructions from the Department and must conform to Departmental requirements and be approved by the Department as part of its annual budget prior to adoption. The Annual Operating Budget shall reflect the projections of Management as to monthly and annual totals for revenues and expenses for each major financial account and line item, and, to the extent applicable, each discrete group of revenue and expense centers, including estimated requirements for overtime and operational contingencies, equipment acquisitions, and the distribution of overhead and management compensation. It shall be presented in a monthly format, in total and, if applicable, by operating unit with comparisons to the prior year and the current year budget and actual. The Annual Operating Budget shall include a detailed listing of recommended staffing for the Facilities, wage rates and all other Employee Expenses information in accordance with the requirements of Subarticle 4.02 of this Agreement.

Management shall submit a written narrative with the Budget outlining and supporting the bases and assumptions used in preparing said Budget in accordance with Department requirements and instructions. If requested by MDAD, Management shall certify the Budget and Narrative in accordance with the requirements of the County's False Claims Ordinance.

Management, in making expenditures hereunder, shall not exceed the dollar expenditure amounts that are approved annually in each line item of the approved Annual Operating Budget without the prior written approval of the Department. Any requests for deviations from budgeted amounts must be submitted to the Department in writing for approval prior to incurring the expense.

Within thirty (30) calendar days of the date of this Agreement, Management shall submit to the Department for its consideration a proposed Annual Operating Budget for the period of this Agreement through the end of the then current fiscal year, as appropriate.

4.02 Detail of Budgeted Employee Expenses: The Annual Operating Budget shall include the projections of Management for the twelve-month period beginning October 1 concerning staffing for the Facilities and wage rates and fringe benefits for employees of Management ("Employee Expenses") including the following:

- A. The total number of reimbursable employees of Management under this Agreement;
- B. A classification title and job description of each job to be performed by employees of Management hereunder, including a designation of which classifications are considered management and supervisory;
- C. The number of full time equivalent employees who will be performing each job classification hereunder;
- D. The wages or salary to be paid each employee hereunder according to job classification;
- E. The fringe benefits (subject to the approval of the Department), including holidays and



holiday pay, annual, sick and other types of leave, hospital and life insurance, pension plan, overtime policy and the like. Contracts for the provision of any of these benefits shall not be executed without prior written approval of the Aviation Director. Such contracts shall be awarded under the procurement terms of this Agreement and shall be cancelable at all times by the Department.

Management shall not change, alter or modify any of the above without prior written approval of the Department.

4.03 Changes in Employee Expenses by the Department: The Department may, at any time, require Management to provide, change, alter or modify any or all of the Employee Expenses defined in Subarticle 4.02 (A) through (E). Nothing herein shall require Management to take actions inconsistent with the terms and conditions of any applicable collective bargaining agreements in effect as of the Effective Date of this Agreement or subsequently approved by the Department pursuant to Subarticle 7.14. If any such change, alteration or modification results in an increase or decrease in Employee Expenses, then the Annual Operating Budget and Reimbursable Operating Expenses, as defined in Subarticle 5.01, shall be adjusted accordingly by the Department.

4.04 Not Used

4.05 Not Used.

4.06 Monthly Financial Reports: As soon as practical, but no later than fifteen (15) days following the close of each monthly period, Management shall provide the Department with comparative Monthly Financial Reports prepared in accordance with Generally Accepted Accounting Principles which shall reflect, in detail, budgeted and actual monthly, same month prior year and year-to-date revenue and expense balances and the variances between them, and, if appropriate, for any individual and consolidated groups of revenue and expense centers under the control of Management hereunder. Such Financial Reports totals shall reflect the current month request for replenishment, reimbursement invoices, accruals and amortization schedule. These reports shall include the status of all accounts receivable and collection action taken for those in excess of thirty (30) days past due, as well as projections for the remainder of the fiscal year based on actual results. These reports shall be accompanied by a memorandum from Management explaining the month's performance and all budget variances. Management shall include in its narrative explanations of conditions, trends and fluctuations in comparing the current month's operating results with budget and the same month in the prior year. The Department may require, among other information, that these Monthly Financial Reports, as well as quarterly and Annual Financial Reports, reflect costs and expenses absorbed directly or indirectly by the County, such as, but not limited to, utilities, amortization of investments and attributable debt service thereon, foregone rentals at a rate(s) established by the Department, and the like. If requested by MDAD, Management shall certify the Report and Memorandum in accordance with the requirements of the County's False Claims Ordinance.

4.07 Inventory Report: As soon as practical, but no later than forty-five (45) business days following the close of each fiscal year, unless the Department prescribes or approves a greater or lesser frequency or a different period, Management shall conduct a complete physical inventory of all County owned consumable supplies and capital inventory in its possession. The Department, at its discretion and without notice, may elect to observe and/or participate in the taking of the physical inventory. The Department may hire an independent third party to conduct or audit the inventory

In addition to the physical inventory required above, on the Effective Date of this Agreement, at 12:01 a.m., or at such other times and dates as the parties shall mutually agree, the Department and Management shall jointly cause to be completed an inventory of all parts, supplies and expendable commodities and capital inventories (furniture, fixtures and equipment), pursuant to Subarticle 8.08 hereof, in the Facilities. Authorized representatives of both parties shall attest to its accuracy and completeness in writing.

4.08 Not Used:

4.09 Annual Audit: Annually, as soon as practical following the close of the County's fiscal year, the Department shall assign an independent, external firm of certified public accountants licensed in the State of Florida to provide audited financial statements for the operation of the Facilities under this Agreement, reflecting full disclosure for the period ending September 30th of each year, and a management letter resulting from a review of the operations, compliance with the contract, internal controls and other observations. If an unqualified opinion cannot be given because of Management's actions or inactions, then Management shall be subject to default, pursuant to Subarticle 18.02 hereof. Notwithstanding the provisions of this Subarticle 4.09, the Department and the County shall have the right to perform, directly by Department staff or through the County's internal or external auditors, such other audits or examinations of any of Management's books, records, operating data, facilities and equipment, including performance and operational audits, as it deems necessary.

4.10 Other Reports: Management shall provide the Department with the following reports:

- A. Copies of all reports submitted to Federal, State and County agencies, including such matters as employee health and safety, the Spill Prevention and Control plan for the Facilities, environmental remediation status, and the like.
- B. As soon as possible following the end of each calendar month, a monthly reconciliation report of fuels, consistent with industry standards and the requirements of: Subarticle 1.04, User Agreements, including opening and closing product inventories, by product owner (fuel supplier or airline), bonded and domestic, pre-purchased or in-stock, including flowage through the Facilities and dispensed to aircraft. The difference (variance) between the month-end book and physical inventory balances shall be explained if the amount exceeds  $\frac{1}{4}$  of 1% of total issuances. Documentation supporting the variance explanation may be requested and subject to additional inquiry at the Department's discretion.
- C. The Department may require Management to provide the Department with such other daily, weekly and monthly reports as are generated or are reasonably capable of being generated by Management in the normal course of operations, or that the Department deems necessary.

4.11 Related Party Purchases: Goods and services purchased by management from Related Parties shall not be reimbursable expenses unless the Department, in its sole discretion, has approved the purchase of goods or services in writing in advance, or, in the event of purchases related to the response to any exigent circumstances, as soon as reasonably practical after such purchase. As soon as practical, but no later than ten days following the close of each calendar

month, Management shall inform the Department, in writing, of all purchases of products or services which constitute a Reimbursable Operating Expense hereunder which have been made from Related Parties, or revenue transactions which have been made with Related Parties. "Related Parties" shall mean Management itself and any entity which has a direct or indirect ownership interest in Management, or in which Management has a direct or indirect ownership interest, or in which a parent company has a direct or indirect ownership interest. As to each expense transaction, Management shall provide the following information: date of transaction, dollar value of transaction, copy of invoice(s), copy of check(s), a disclosure of any allowances, discounts or rebates applicable to such transaction(s), the bases for calculating the charge and a description of the relationship of Management with such parties. Management shall also provide a written explanation of why the expense was not incurred through Department approved procurement procedures.

As to revenue transactions, Management shall provide the following information: dates of transactions, dollar values of transactions and underlying components such as billing rates and cost calculations and support, invoice date and number, payment date and amount. All revenue and receivables transactions shall be processed in accordance with Subarticle 3.02 to insure billings, payments and deposits are made on a timely basis. Management shall request prior approval from the Department of any and all transactions to be made from or with Related Parties which are not covered by prior approvals. The County, directly through its staff or through its internal or external auditors, reserves the right to inspect the original copies of all applicable documents supporting Related Party transactions, in the possession of Management and Related Parties, and the methods used for allocating and distributing costs and credits.

4.12 Records: Except to the extent that Management may be required by applicable Federal, State or County regulations to retain the original copies of certain records, Management shall deliver all original documents and records pertaining to the operation of the Facilities at the Airport to the Department for records retention at regular intervals specified by the Department. The Department shall have the right to inspect, examine, copy and audit all such documents and records, including, but not limited to, payroll and personnel records, prior to the documents and records being delivered to the Department. All such original documents and records are the property of the County held in the care and custody of Management until delivered to the Department, and shall be retained by Management for at least five (5) years in Miami-Dade County. If Management fails to provide records requested by the Department through its staff or auditors within a time period determined by the Department, Management shall be subject to default, pursuant to Sub-article 18.02 hereof.

## **ARTICLE 5**

### **Cost Reimbursements**

5.01 Reimbursable Operating Expenses: Management shall cause all obligations arising from operation of the Facilities to be paid when due. All unbudgeted expenditures require prior approval by the Department. The County shall pay or reimburse Management for all approved direct costs of operation hereunder, including, but not limited to, material costs, payroll and related expenses, variable and fixed expenses, utilities, bonds and insurance, audits, capital operating equipment, maintenance and such other operating expenses approved by the Department or described in the approved Annual Operating Budget. Such expenses, as further defined in Exhibit G attached hereto, shall be referred to as "Reimbursable Operating Expenses". Reimbursable Operating Expenses shall include Employee Expenses, as defined in Subarticle 4.02. Except as

otherwise authorized in connection with emergencies, the County shall not pay or reimburse Management for any Employee Expenses in excess of the amounts set forth in the Annual Operating Budget, except as provided in Subarticles 4.02 and 4.03. It is the intent of this Agreement and specifically Sub-articles 5.01 and 5.02 that Management shall be paid or reimbursed for all reasonable and appropriate expenditures made pursuant to this Agreement not inconsistent with the terms contained herein and incurred in accordance with standard County procurement practices. All references to reimbursable expenses are at cost, without markup.

5.02 Imprest Operating Account: Management, with prior approval from the Department, shall establish an Imprest Operating Account to be used exclusively for Management's payment by check of Reimbursable Operating Expenses, excluding those paid from other accounts or funds pursuant to this Agreement. The Imprest Operating Account shall be funded by the County in such amounts as the Department shall deem necessary to ensure that payments are made on a timely basis. The balance of the Imprest Operating Account may be increased or decreased by the Department from time to time, based on experience. The Department and Management shall designate authorized signatories for this Imprest Operating Account, including such County, Department, and Management representatives as the Department shall deem appropriate and authorize, in writing, from time to time. Management shall cause bank statements and cancelled checks pertaining to the Imprest Operating Account to be sent directly to the Department from the bank. Said documents shall thereafter be obtained from the Department by Management for reconciliation and shall be returned to the Department within five (5) working days thereafter.

5.03 Imprest Payroll Account: Management, with prior approval from the Department, shall establish an Imprest Payroll Account to be used exclusively for the payment of net payroll costs. The Department and Management shall designate authorized signatories for this Imprest Payroll Account including such County, Department and Management representatives as the Department shall deem appropriate and authorize in writing, from time to time Management shall cause bank statements and cancelled checks pertaining to the Imprest Operating Account to be sent directly the Department from the bank. Said documents shall thereafter be obtained from the Department by Management for reconciliation and shall be returned to the Department within five (5) working days thereafter.

5.04 Imprest Checking Account: Management, with prior approval from the Department, shall establish an Imprest Checking Account to be used exclusively for the payment by Management by check for certain purchases and expenses which must be paid for on delivery. The balance of such Account shall be in such amount as deemed adequate by the Department. The Department and Management shall designate authorized signatories for this Imprest Payroll Account, including such County, Department, and Management representatives as the Department shall deem appropriate and authorize in writing, from time to time. The Imprest Checking Account shall be accounted for in the same manner as the Imprest Operating Account.

5.05 Petty Cash Fund: Management shall establish and fund in an amount sufficient to fulfill its intended purpose, in its name and to its credit, a Petty Cash Fund to be used for making those petty cash disbursements which may be necessary from time to time. Petty cash expenditures shall be recorded on pre-numbered vouchers, with receipts attached, and shall be reimbursed in accordance with Subarticle 5.06 below. The Department shall provide or approve in writing procedures for the establishment and operation of the Petty Cash Fund.

5.06 Invoices for Reimbursable Operating Expenses: Management's invoices for Reimbursable Operating Expenses, other than those subject to the reimbursement/replenishment procedures contained in Subarticle 5.09 herein, shall be recorded weekly, or such lesser frequency as the Department may authorize, on the Department's Periodic Invoice Report form. Information

shall be recorded separately for each transaction and shall include the vendor's name, invoice number, invoice date, invoice amount net of maximum available purchase discounts, invoice due date, and expense classification in accordance with the Chart of Accounts approved by the Department. The Periodic Invoice Report and supporting original invoices, and all other supporting documentation requested by the Department, duly approved by Management, shall be summarized on a Request for Replenishment form (Exhibit H) and shall be delivered to the Department for review, verification, funding and approval. The Department reserves the right to require Management to supply any additional information pertaining to invoices that the Department considers necessary. Except as otherwise specifically provided herein, Management shall not pay any invoices listed on a Periodic Invoice Report until same are approved by the Department. In the event that Management has paid, from the Imprest Operating Account, any invoices listed on a Periodic Invoice Report which are not subsequently approved by the Department on a Request for Replenishment as defined in Subarticle 5.09 herein, Management shall pay the amount of such non-approved invoices into the Imprest Operating Account. If such payment is not made within ten (10) days of the date such payments are disapproved, the Department shall either deduct such amount from the Monthly Management Fee or invoice Management for such costs and such nonpayment by Management and Management may be subject to default, pursuant to Subarticle 18.02 hereof.

5.07 Payment of Payroll Expenses: In accordance with the pay period frequency agreed to by Management and the Department, Management shall write a check on the Imprest Operating Account to the Imprest Payroll Account in an amount equal to reimbursable net payroll costs reflected on the Payroll journal of Management for such period. Employee payroll checks shall be processed in accordance with the normal procedures and controls of Management, subject to required internal control procedures described in Exhibit C. The Department may, at any time, monitor and audit the paying of reimbursable employees. Payroll checks shall only be written against and be accounted for in the Imprest Payroll Account.

5.08 Account Replenishment: The Imprest Operating, Imprest Payroll and Imprest Checking Accounts shall be maintained on an imprest (i.e., an advance of County funds to be used for County purposes) basis. Disbursements from the Imprest Checking Account shall be listed in the manner shown in Exhibit H indicating check number, date issued, payee amount, and expense classification with original copies of invoices, delivery slips and like documents attached.

5.09 Replenishment of Imprest Operating Account: The Imprest Operating Account shall be replenished by the County, as needed, by check or wire transfer drawn on County banking resources, other than the accounts and funds established pursuant to this Agreement, deposited directly into said Imprest Operating Account. In order to initiate such replenishment, Management shall submit a Request for Imprest Operating Account Replenishment, in the form shown in Exhibit H hereto ("Request for Replenishment"), prepared by Management, covering Reimbursable Operating Expenses paid for the seven-day period beginning each Sunday and ending each Saturday, or such other period as shall be approved by the Department, during the term of this Agreement. Such Request for Replenishment shall contain the following information:

Section A - Amount of Replenishment. The total value of invoices reflected on approved Invoice Reports paid during said period.

Section B - Invoice Report, including daily totals processed during the specified period.

Section C - Payroll Summaries, summarizing attached certified payroll, with time sheets to be submitted with invoices for all employees, except managers.

The Department shall have the right to require the submittal of separate Requests for Replenishment for separate expense categories. Requests for Replenishment of approved Reimbursable Operating Expenses reflected on the Invoice Reports shall be accompanied by the original copies of corresponding invoices. The County shall only replenish the Imprest Operating

Account to cover Reimbursable Operating Expenses supported by invoices or as otherwise provided herein. Payments shall be made by check drawn on the Imprest Operating Account, paying only approved invoices reflected in the Request for Replenishment approved by the Department. Management shall deliver copies of the Imprest Operating Account check register to the Department within three business days of their production in the ordinary course of operations of Management.

Management shall maintain separate paid invoices files for operations covered by this Agreement for a period of five (5) years, and said paid invoices files, including supporting documents, such as, but not limited to, purchase orders, shipping and receiving slips and the like, shall be County property, held in fiduciary possession by Management. Management shall deliver to the Department all paid invoices files related to operations pursuant to this Agreement, not previously provided to the Department pursuant to other provisions hereof.

5.10 Request for Reimbursement - Payroll Related Costs: In accordance with the pay period frequency approved pursuant to Subarticle 5.07, Management shall pay from its own funds and request reimbursement for the costs of employer paid payroll taxes and employee fringe benefits of Management. Said Request for Reimbursement shall be prepared in accordance with the timing of the actual expenditures for such employer paid payroll taxes and employee benefits. Such periodic Request for Reimbursement covering reimbursable employer paid payroll taxes and employee fringe benefits, shall be accompanied by photocopies of payroll tax deposits, payroll tax returns, and such other supporting documentation as may be requested by the Department under the circumstances. Upon review of the request, the Department will issue a Department Check for the approved expenses. Management shall not be reimbursed for employee severance pay, or for the cost of fringe benefits not earned or accrued during the term of this Agreement, or, while an employee has worked for Management, other than at the Facilities. Periodically, but no less often than quarterly, Management shall prepare a detailed reconciliation of actual payroll and payroll related costs and deliver same, along with copies of corresponding Requests for Replenishment and Federal and State quarterly tax returns, to the Department as soon as practical, but no later than twenty (20) days following the close of every calendar quarter.

5.11 Not Used

5.12 Special Requests for Payment-Management Compensation: The Monthly Management Fee provided for in Article 6 shall be billed through a special request for payment on Management's letterhead, signed by the General Manager, accompanied by Financial Reports in accordance with Subarticle 4.06.

The Department shall withhold payment of the Monthly Management Fee until all the requirements of this Section are met.

5.13 Financial Policies and Procedures Manuals: Unless otherwise specifically addressed in this Article 5, invoices for authorized costs incurred in operations controlled by Management, including payroll, shall be processed in accordance with, but not limited to, the procedures and controls prescribed by the Department, (see Exhibit C). The Department shall provide Management with copies of all such procedures. Any subsequent modifications thereto shall only be made with the prior written approval of the Department.

5.14 Non-reimbursable Expenses: Unless otherwise specifically authorized in writing, in advance, by the Director of the Department, Management shall not be reimbursed for expenses of the following and of like kind:

- A. Management's overhead including corporate taxes and cost allocations.
- B. Management's legal and accounting fees; provided, however, fees related to specific accounting requirements of this Agreement shall be reimbursable hereunder, if approved in advance by the Department in writing.
- C. Charitable and political contributions.
- D. Travel, not a part of the normal course of business of Management under this Agreement; provided, however, as may be necessary to address unusual needs or unique situations, travel may be reimbursed if approved in advance by the Department, in writing. All reimbursable travel expenses must conform to State and County statutes and regulations.
- E. Corporate public relations, gifts, dues, memberships, entertainment, and expenses, including but not limited to those related to ISO 9001 registration.
- F. Salary and benefits of the General Manager, including, but not limited to, salary, fringe benefits, pension contributions, automotive allowances, insurance and payroll related taxes and continuing professional education programs.
- G. Employee social functions, including, but not limited to, Christmas parties, company picnics, recognition dinners.
- H. All cash losses as referenced in Sub-article 5.16.
- I. Housing for employees or Management.
- J. Any penalties, assessments, or fines assessed by any Authority Having Jurisdiction, or any judgment assessed Management by any Court related to the operation of the Facilities, provided that the penalty, assessment, judgment, or fine resulted from actions, error or failure to act or perform by Management and not the Department.
- K. Employee severance pay and the cost of fringe benefits not earned or accrued during the time of the Agreement or while the employee has worked for Management other than at the Facilities.
- L. Charge-backs which resulted from the failure to apply controls as described in Article 5, Cost Reimbursements. No reimbursements for any cost resulting from failure to apply proper controls on all obligations related with the operation (e.g. overdrafts, late fees, fines and/or penalties for not having permits up to date.)
- M. Any component of the Management Fee specified in Article 6.
- N. Costs incurred pursuant to Management's indemnity obligations hereunder.
- O. Costs incurred by Management to cure any breach of this Agreement by Management.
- P. Any other cost which does not otherwise specified or allocated herein which does not provide a direct benefit to the facilities.
- Q. Costs which include allocations for other, non-county facilities, managed by Management. For example, the cost of an insurance policy which includes both the Facilities and other non-county facilities would not be reimbursable; where the insurance company has separately broken out the cost of the Facilities, however, that discrete cost is reimbursable.

5.15 Governmental Fines and Penalties: The parties hereto recognize that it is of paramount importance that the various licenses and permits from U.S. Customs, for the handling

of bonded fuel, and from applicable Federal, State and County agencies, as to environmental issues, be maintained. Management shall be liable for the payment of any fines or penalties levied by any Federal, State or County agency, provided that the penalty or fine resulted from actions, error or failure to act or perform by Management and not the Department. It is the intent of this Article that Management shall be liable for the payment of any such penalties or fees that Management could have avoided. The County shall not be liable for the payment of any such penalties or fines that may be covered by the terms and conditions of this Agreement, unless Management specifically and timely notifies the Department, in writing, of any situation or condition which exists that could cause a penalty or fine assessment by a regulatory or enforcement agency and the County then fails to correct or authorize correction of such situation or condition. Such notification must be given prior to the assessment of any fine or penalty in sufficient time to permit correction of the situation or condition. The County shall likewise be liable for paying or reimbursing the cost of a fine or penalty when such results from an action of Management which has been required by the Department in its administration of this Agreement, provided that Management has timely advised the Department, in writing, that such action could result in the issuance of a penalty or fine.

5.16 Cash Losses: All cash losses shall be the responsibility of and be reimbursed by Management. Cash losses shall include, but are not limited to, the loss of debit and credit card media, losses due to employee theft, petty cash shortage and any other form of payment of Gross Revenues.

5.17 Prompt Payment: Management shall be fully responsible for making prompt and timely payment of all obligations arising out of this Agreement, so as to maximize the potential for available discounts and commissions and so as to comply with the Florida Prompt Payment Act Part VII, Chapter 218, Florida Statutes, and any other applicable statutes or County ordinances. All discounts, allowances, premiums and commissions paid or received hereunder shall be to the credit and benefit of the County. Management shall pay from its own funds and shall not be reimbursed for any financial penalty, fine or like assessment, resulting from any late or delayed payment of an obligation hereunder; provided, Management has not been unduly delayed in making payment of such obligation by action or inaction of the County.

5.18 Timely Payment: All payments required to be made to Management by the County hereunder shall be due and payable within twenty (20) days of receipt by the Department of billings from Management as provided herein; provided, however, that the County may withhold payment of those portions of any billings, which, in good faith, are in question or dispute. The Department shall advise Management, in writing, of any such questioned or disputed portions of a billing within the twenty (20) day payment period and shall remit the undisputed balance as provided for herein.

5.19 Emergency Expenditures: Notwithstanding anything contained herein, in the event of an emergency, or other severe operational necessity, which could impact the uninterrupted operation or the fuel capacity of the Facilities or create any hazard to life, property or the environment, Management shall take all necessary and appropriate actions, including committing to expenditures otherwise reimbursable hereunder, to prevent or alleviate the emergency or severe operational necessity, without the need for prior Department approval. As soon as possible, but not later than within twenty four (24) hours, Management shall advise the Department in writing as to the actions taken, including the expenditures made and the impact, if any, on the Approved Operating Budget.



**ARTICLE 6**  
**Compensation to Management**

Management Fee: The County shall pay to Management, as consideration for managing, operating and maintaining the Facilities and providing the services required herein, a monthly management fee of \$41,500, payable upon billing by Management, in accordance with Subarticle 5.12 hereof, after the end of each calendar month of this Agreement. Payments for any partial months shall be prorated. The Department may, but shall not be required to, adjust the monthly management fee, on an annual basis, as may be proposed by Management. Requests for price adjustment should be submitted to the Strategic Procurement Department 120 days prior to the contract's annual anniversary date. Requests for price adjustment must clearly substantiate the requested increase. The County reserves the right to negotiate prices, approve or disapprove price adjustments, or cancel its contract with Management, in its best interest. In no case shall such adjustment exceed the cumulative change in the Consumer Price Index (Series ID CUURS35BSA0) All items in Miami-Fort Lauderdale-West Palm Beach, FL, all urban consumers, not seasonally adjusted or as approved by the annual budget of Airline Committee, whichever is lowest, through the date of such adjustment. In the event that the County does not approve such adjustment, Management shall continue to diligently provide service under this agreement consistent with the expected standard of care.

If at any time any activity is directed at Management which results or could result in the curtailment or discontinuance of services performed hereunder and the Department determines that Management cannot continue operations without negatively affecting airline operations at the Airport, the Department shall have the right during said period to cause the services required to be provided under this Agreement to be performed by others.

Payment of this Management Fee will be considered full and complete compensation to Management for its profit, overhead, home office support, selling, general & administrative (SG&A) expenses, indirect costs, and all costs, both direct and indirect, of the General Manager.

**ARTICLE 7**  
**Personnel**

7.01 General Manager: Management shall hire and assign, at its sole cost and expense, a full-time General Manager ("General Manager") responsible for the competent performance and fulfillment of the duties and responsibilities of Management under this Agreement and to accept service of all notices provided for herein. The General Manager shall be qualified and experienced and must have recent management experience at similar facilities of significant size, or an equivalent approved by the Department. The General Manager shall have no other duties or responsibilities other than pursuant to this Agreement and shall maintain no office other than within the Facilities or elsewhere on the Airport, as designated by the Department. The General Manager shall be subject to approval by the Department, if different than the General Manager named in the RFP response. Vacations and extended absences to be taken by the General Manager shall be subject to the prior written approval of both Management and the Department. The cost of unauthorized absences will be deducted from the Management Fee on a prorated basis. If not a resident of Miami-Dade County, the General Manager shall relocate to Miami-Dade County's surrounding area within six (6) months and shall maintain such residence throughout the duration of his or her tenure, any other consideration will need prior authorization by the department. Costs for such residency shall not be reimbursed, nor shall weekend travel to any prior place of residency.

Management must at all times during the term of this Agreement employ a General Manager, full time, who shall be responsible for operations under this Agreement, with qualifications equal to or better than the qualifications which were submitted with the RFP response. Failure to maintain such General Manager shall be a ground for default in accordance with Article 18.

7.02 Personnel: Subject to the Annual Operating Budget and such other approvals as the Department may, from time to time, require, Management shall recruit, screen and employ such full-time and part-time personnel as are required for Management to competently fulfill its obligations under the terms of this Agreement. The Department shall have the right to approve personnel to be employed in any positions at the Facilities, including specifically, but not limited to, the Facilities Manager. For any managerial and/or administrative position, Management must submit for consideration and approval, the qualifications of three (3) potential candidates to be approved by the Department. There shall be a Facilities Manager who shall have the same residency requirements as the General Manager, and who shall perform such duties related to operation and maintenance of the Facilities, as assigned by the General Manager. Management shall comply with State and County laws pertaining to nepotism.

7.03 Personnel Standards: Management shall properly control its employees, who shall present a clean, neat, well-groomed and professional appearance at all times, and discharge their duties in a cooperative, courteous and efficient manner. The appearance of employees shall be appropriate given the nature of the duties to be performed. Compliance with these requirements shall be the condition of continued employment of all employees of Management hereunder. Management shall require all personnel, except non-public contact and managerial employees, to wear visibly on their person, at all times while on duty, a distinctive name tag identifying the individual by name, as an employee of Management and, if appropriate, displaying an employee number or title. Management shall require all its hourly paid personnel to be properly uniformed. All uniforms shall be subject to the prior approval of the Department.

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

7.05 Secured Areas/Airfield Operations Area (AOA) Sterile Areas Security – The Management 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 all, 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 Management's activities at the Miami International Airport (MIA).

In order to maintain high levels of security at MIA, the Management must obtain MDAD photo identification badges for all the Management 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 Management employees will be required to obtain photo identification badges and will be subject to fingerprint-based criminal history records checks.

The Management shall be responsible for requesting MDAD to issue identification badges to all employees who the Management 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 Management or upon final acceptance of the work or termination of this Agreement. The Management 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 Management 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.

Management Ramp Permits will be issued to the Management authorizing vehicle entrance to the Airfield Operations Area (AOA) through specified Miami-Dade Aviation Department vehicle access control gates for the term of any Project. These permits will be issued only for those vehicles that must have access to the site during the performance of the work. These permits will be only issued to company owned vehicles or company leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the AOA must have conspicuous company identification signs (minimum of three-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 Management staff with proper access zone pictured MDAD SIDA ID badges shall be allowed to operate a motor vehicle on the AOA without MDAD escort. The Management shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course, 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 Management 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 Management from entering the AOA, based upon facts which would lead a person of reasonable

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

The Management acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts cargo tampering, aircraft sabotage, and other unlawful activities 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 Management 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 Management understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies shall not be employed by the Management 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 Management.

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

The Management 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. Management 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 Management 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 Management sub-consultants, suppliers, and their individual employees for a violation of applicable security provisions. The Management 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.

7.06 Restricted Area Access – Identification Badges - Management shall be responsible for requesting the Department to issue identification badges to all employees and other personnel under its control who require access to restricted areas on the Airport as a part of their regularly assigned duties, and shall return the identification badges of all personnel transferred or terminated from the employ of Management or Airport assignment and upon termination of this Agreement. Management shall promptly report to the Department the names of all persons who were employed by Management from whom they were unable to obtain the return of Department issued

identification badges. In the event that an identification badge is not returned because of a failure by Management, Management shall pay, from its own funds, the Department's established charge for lost or stolen identification badges. The Department shall have the right to require Management to conduct background investigations, criminal history checks and to furnish certain data on such employees before the issuance of such identification badges, to include the fingerprinting of employee applicants for such badges.

7.07 Security Identification Display Area (SIDA) Access – Identification Badges: Management 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 SIDA training conducted by the Department and a fingerprint-based FBI criminal history records check, as required by the TSA.

Management shall be responsible for submitting to the Department the request for airport identification badges for all employees and other personnel under its control who require access to the Airport's Security Identification Display Areas (SIDA) as part of their regularly assigned duties. Management shall be responsible for maintaining control of said identification badges and ensure that all of its personnel comply with MDAD and TSA security regulations and mandates. Management shall be accountable for all ID badges issued and is required to return the identification badges of all personnel transferred or terminated from the employ of Management at the Airport or upon termination of this Agreement. Management shall notify the Department of any lost or stolen identification badges and of the names of all persons who were employed by Management from whom they were unable to obtain the return of Department issued identification badges. In the event that an identification badge is not returned, Management shall pay from its funds the Department's established fee for lost, stolen and/or unaccounted for identification badges.

Management shall be required to submit all its personnel applying for identification badges for a fingerprint based criminal history records check. Employees of Management who do not successfully pass the criminal history records check will not be issued airport identification badges. The Department shall also have the right to require Management to conduct background investigations and to furnish certain data on such employee before the issuance of such identification badges.

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

It is further agreed that the Department has the right to prohibit an individual, agent or employee of Management from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage or other unlawful activities. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a hearing before a designated management representative of the Department within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of

the reasons for such denial. Persons denied such access shall not be employed by Management hereunder.

Management acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of theft, cargo tampering, aircraft sabotage and other unlawful activities.

7.09 AOA- Driver Training: Before Management shall permit any employee to operate a motor vehicle on the AOA, Management shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. All persons operating fueling vehicles, of any type, on the Airport and/or the AOA must possess a current, valid Commercial Driver's License, of the proper Class and with the proper endorsements, as required by law. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.

7.10 Federal Agencies Right to Consent: Management understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies, including the bonded portions of the Facilities, may be subject to the consent and approval of such agencies, which may also require receipt by individual employees of special airport security area badges issued by U.S. Customs pursuant to 19 CFR 122.82. Persons not approved or consented to by the Federal Inspection Services agencies may not be employed by Management in areas under jurisdiction or control of such Inspection Services agencies.

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

7.12 Relationship of Parties: Officers, agents, and employees of Management shall not be deemed to be employees of the County for any purpose whatsoever nor shall officers, agents and employees of Management be deemed to be third party beneficiaries of this Agreement

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

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

7.15 Time Clock: A recording-type time clock shall be used by all employees, except Managers. Management shall require employees to clock in or out within a twenty (20) minute span at shift change time; not earlier than seven (7) minutes before or ten (10) minutes after the specified time, unless some other procedure or time recording device is authorized in approved Procedures Manuals. The Department reserves the right to change or waive this time clock requirement or to waive the requirement for individuals or classes of employees, where the use of a time clock is not considered practical, cost effective or appropriate. Management shall establish

written procedures, subject to advance written approval by the Department to prevent any improper use of the time clock.

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

7.17 Alcohol and Drug Testing: Management acknowledges that the County, as a public agency sponsor under the provisions of the Airport and Airway Improvement Act of 1982, as amended, has the obligation to establish a drug-free workplace and to establish policies and programs to ensure airport safety and security. Management acknowledges that the Department, on behalf of the County, has the right to require persons doing business at the Airport, other than passengers, to establish reasonable programs to further the achievement of the obligations described herein. Accordingly, Management shall establish programs for pre-employment alcohol and drug screening for all candidates for employment at the Airport, and for the same or similar screening based upon a reasonable suspicion that an employee, while on duty at the Airport, may be under the influence of alcohol or drugs. Further, to the extent permitted by law and/or contract, Management shall establish a program for the random alcohol and drug screening of all its employees who are authorized, pursuant to other provisions of this Agreement, to operate any type or kind of motorized equipment or vehicle on the AOA. Management shall make reasonable good faith efforts to try to negotiate amendments to any existing contract(s) which may serve as a bar to Management's implementation of its obligations hereunder. Notwithstanding the above, Management specifically acknowledges that the County, acting through the Department, has the right and obligation to deny access to the AOA and to withdraw AOA driving privileges from any person who it has a reasonable suspicion to believe is under the influence of alcohol or drugs.

## ARTICLE 8

### Miscellaneous Provisions

8.01 Standards of Operations: The Department shall have the exclusive right to approve, establish and revise fees to be charged by Management, supply sources, services offered, and standards for the type and quality of service, maintenance of the Facilities and other matters pertaining to operations and procedures under this Agreement. Management is expected to periodically make recommendations concerning these matters to the Department and the decisions of the Department shall be final.

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

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

8.03 Policy and Procedures Manuals: Within ninety (90) days following the Effective Date of this Agreement, Management shall submit to the Department for its review and approval, such policies and procedure manuals, as are necessary to govern the operation and maintenance of the Facilities and the provision of services hereunder. When approved, such manuals become the property of the County. Such manuals, without limiting the scope thereof, shall cover at least the following:

- A. Employee Training Manuals, with an emphasis on safety, security and environmental protection, and those matters specified in Subarticle 7.04 hereof.
- B. Financial and inventory control procedures, not covered by Subarticle 5.13 hereof.
- C. Facilities maintenance programs.
- D. Maintenance and operations manuals relating to the storage and distribution of aviation fuel, including bonded fuel in accordance with U.S. Customs regulations, meeting the requirements of Subarticle 2.01 hereof and at least as restrictive as the most restrictive of the standards of the airline users.
- E. Procedures to obtain and maintain the Department's ISO 14001 certification.
- F. Procedures to obtain and maintain the Facilities' ISO 9001 certification.

Once any policy and procedure manual required under the terms of this Agreement is approved by the Department, it shall not be modified or amended without the further approval of the Department. The manuals required pursuant to this Subarticle 8.03 and Subarticles 5.13 and 7.04 shall be developed based on the operation of Management at the Airport pursuant to this Agreement.

8.04 Customer Charges: Except as may otherwise be specifically authorized in writing by the Department, Management shall charge all users of the Facilities and services provided hereunder, the fees and charges approved or established by the Department.

8.05 Commodities and Equipment: Management shall procure and maintain a sufficient supply of parts and expendable commodities and supplies, as recommended by the manufacturer or as determined by the Department to properly maintain and operate the Facilities, including those necessary to clean up emergency fuel spills, and provide the services required hereunder, as authorized in the Annual Operating Budget, or authorized in writing by the Department, with title to same being vested in the County upon delivery to the Airport or installation at the Facilities and payment or reimbursement thereof by the County.

8.06 Injury or Damage: In the event of any injury to any person or loss or damage to any property in the Facilities coming to the attention of Management or its employees, Management shall immediately notify the Department and promptly furnish copies of relevant reports in connection therewith.



8.07 Consulting Assistance: The Department reserves the right, to require Management, using Management's personnel, without additional compensation or reimbursement, except as to out of pocket expenses related to out of town travel, to provide specialized consulting assistance and advice with regard to the operation and development of the Facilities, beyond that normally expected from Management under the terms of this Agreement. Alternatively, upon the direction of the Department, using selection procedures approved by the Department, Management shall engage special consultants to assist in facility development, administrative procedures and other matters related to the operation of the Facilities. All costs and expenses incurred by Management, related to the engagement of special consultants pursuant to this Subarticle 8.07, shall be either a Reimbursable Operating Expense or Reimbursable Capital Expense hereunder, except for those costs specifically listed as non-reimbursable under this Agreement.. Any travel expense costs that may be incurred by Management and/or special consultants shall be considered a Reimbursable Operating Expense, subject to the travel expense limits set forth in County Implementing Order 6-1, as amended. All such travel shall require the prior written approval of the Department.

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

8.09 Permits and Licenses: Management shall obtain, pay for, and maintain current all permits and licenses as required for its operation hereunder.

8.10 Right to Audit: The Department, through any of its staff, and the auditors of the County (internal and external) or any other auditing entity the Department shall designate, shall have the right, without limitation, at any time, to audit, check, inspect and review all operating procedures of Management hereunder and all books and records including but not limited to operating statements, inventory records, copies of Federal Income Tax and State sales tax returns, work papers and supporting documents relating to operations of Management hereunder, and other pertinent information as may be determined to be needed or desirable by the Department, in order to determine Management's compliance hereunder. Upon specific approval from the Department, air carriers and suppliers shall be permitted to conduct financial and operational audits of the Facilities, at their sole cost and expense.

8.11 Purchasing: Management shall solicit bids or quotes for all purchases of goods or services used in the operation of the Facilities in a manner substantially similar to, but not limited to, County Mayor's Implementing Order 3-38, as amended, and Exhibit C. Notwithstanding any

provisions of Implementing Order No. 3-38, as amended, approval for all purchases and invoices shall be authorized in writing by the Department, and purchases shall not require approval of the County Mayor or designee. Management shall make such purchases from the responsive and responsible vendor quoting/bidding the lowest amount, except in cases of sole source purchases. Management shall provide to the Department such documentation of such bids/quotes as the Department may require. In accordance with Subarticle 21.04 hereof and appropriate County Ordinances and Resolutions, the Department shall have the right to require Management to include Disadvantaged Business Enterprise and Small Business Enterprise participation goals as criteria in the award of purchases hereunder, or to require bidding only among one or more of such business enterprise classes. Notwithstanding any provision of Implementing Order 3-38, bids or quotes must be obtained for all purchases without regard to the dollar amount thereof. Notwithstanding, when necessary for the operation and maintenance of the Facilities, and if approved in writing by the County prior to solicitation of a quote, bid, or proposal, Management may purchase goods and services on a non-competitive basis.

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

8.13 Subcontracting: It is the intent of this Agreement that Management shall be the primary provider of the services specified in this Agreement. Therefore, Management shall not subcontract the provision of services required hereunder without the prior written approval of the Department.

8.14 Compliance with U.S. Customs Regulations: Management shall at all times under this Agreement and for continuing obligations provided herein that survive the termination of this Agreement be responsible for compliance with all U.S. Customs requirements and regulations in regard to operation of the Fuel Facilities as a bonded facility.

8.15 Suppliers: Management shall obtain prior approval from the Department and the suppliers to dispose of or sell fuel not conforming to ASTM D1655 (American Society of Testing Materials).

8.16 Into-plane Agent: Management shall not serve as an into-plane agent, unless specifically authorized by the Department on a limited basis, when such, in the opinion of the Department, is necessary to ensure service to an airline on a temporary basis, or, in the discretion of the Department, to permit Management to fulfill its obligations under pre-existing agreements of limited duration. This provision shall not prevent subsidiaries and/or affiliates of Management from serving as into-plane fuelers at the Airport, providing such subsidiaries or affiliates are separate operating entities and are readily separately identifiable.

**ARTICLE 9**  
**Maintenance by Management**

9.01 Cleaning of Facilities: Management shall maintain and keep the Facilities clean at all times. If the Facilities are not properly maintained and kept clean, as determined by the Department, Management will be advised and shall take immediate corrective action.

9.02 Repair of Damage: Management shall repair all damage to the Facilities caused by Management, its employees, agents, independent contractors or patrons. Unless such damage is due to the negligence or misconduct of Management or its employees, the cost of repairs shall be considered a Reimbursable Operating Expense.

9.03 Garbage and Trash Disposal and Pest Control: Management shall remove from the Facilities all garbage, trash and refuse of any nature whatsoever which might accumulate and arise from the operations hereunder. Such garbage, trash and refuse shall be stored and disposed of only in the manner approved by the Department and/or as required by appropriate environmental regulations. Management shall undertake all reasonable measures to reduce the numbers of rodents, insects and other pests.

9.04 Maintenance of Utilities: Management shall operate and maintain all the components of the electrical distribution, air conditioning, ventilating, fire protection, hot and cold water, and industrial and sanitary sewerage systems and facilities within the boundaries of the Facilities, or directly supporting only the Facilities, unless otherwise directed by the Department. The Department reserves the right to make arrangements for emergency maintenance and repair of said systems and facilities.

9.05 Maintenance and Repair: Management shall maintain and repair the interior of the Facilities and shall make all repairs as required in and about the Facilities including, but not limited to, painting, doors, windows, fixtures, furnishings, appurtenances, replacement of light bulbs, ballasts and tubes and the replacement of all broken glass, which repairs shall be in quality and class equal to or better than the original work to preserve the same in good order and condition, subject to ordinary wear and tear. Management shall at all times, maintain the Facilities in compliance with the provisions and requirements of Air Transport Association ("ATA") Specification No. 103, as a minimum standard. The cost of such maintenance or repair shall be considered a reimbursable operating expense unless the need therefore is caused by the negligence or misconduct of Management or its employees.

9.06 Unbudgeted Maintenance: Management shall obtain the express written authorization from the Department before undertaking any unbudgeted maintenance work. The Department shall have the discretion to perform the work itself, enter into a contract for the performance of the work, or require Management to perform or contract for the performance of the work.

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

9.08 Maintenance Contractors: Upon direction by the Department, Management shall

retain a prequalified pool of electrical, mechanical, and general contractors to perform maintenance work for the Facilities.

**ARTICLE 10**  
**Design and Construction of Facilities**

10.01 Design and Construction: As authorized pursuant to Section 125.012(24), Florida Statutes, as amended, when requested by the Department, Management, as the agent of the County, shall contract for the design and construction of repairs and maintenance, replacements, refurbishments and additions to the Facilities and other closely related facilities requiring interfacing with the Facilities operated hereunder ("Improvements"), designated by the Department. Management shall at all times follow the Miami-Dade Aviation Department Tenant Airport Construction Reimbursement (MDAD TAC-R) procedures, Exhibit F, at the time of such design and construction. All design and construction expenses shall be undertaken only in accordance with the budget procedures of the Department. Further, all design and construction shall be in accordance with all applicable Federal, State, and County regulations, statutes, and ordinances and applicable industry standards.

10.02 Tenant Airport Construction Reimbursement Contracts: From time to time, Management and the County through its County Mayor or authorized designee shall be entitled to enter into Tenant Airport Construction ("TAC") contracts for the purpose of enabling Management to construct facilities or improvements deemed necessary or appropriate for Management's construction and use of its improvements as described herein. Such contracts shall comply with the MDAD's then current TAC contract requirements and shall provide for the County's reimbursement of Management's cost pursuant to any such contract as may be determined by MDAD.

10.03 Not Used:

10.04 Architect and Engineer Services: Upon the express written authorization of the Department, Management shall contract for professional services in accordance with the Miami-Dade Aviation Department's TAC-R Design and Construction procedures.

10.05 Not Used

10.06 Certain Construction Contract Terms: All contracts entered into by Management for the construction of the Improvements shall require completion of the Improvements within a specified time period following the award of a bid and shall contain reasonable and lawful provisions for the payment of actual or liquidated damages and the retention of up to ten (10) percent of construction costs until completion of the contracted work. Management agrees that it will use its best efforts to take all necessary action available under such construction contracts to enforce the timely completion of the work covered thereby.

10.07 Improvements Free and Clear: The Improvements, upon completion, shall immediately become the property of the County, free and clear of any liens or encumbrances whatsoever. Management agrees that any contract for construction, alteration or repairing of Facilities, or for the purchase of material to be used, or for work and labor to be performed, shall be in writing and shall contain provisions to protect the County from the claims of any laborers, subcontractors or materialmen against Facilities or Improvements.

10.08 Right to Audit: The County shall have the right to audit the costs of construction of the improvements, which shall include any Department approved changes.

10.09 Contracts Assignable: All design and construction contracts entered into by Management shall be assignable by Management to the County or others as designated by the Department, upon the request of the Department. Upon such assignment, Management shall be relieved from any further responsibility to the County under such design and construction contracts.

10.10 Indemnification by the Contractor: Management shall include the following clause in all its construction contracts:

The Contractor shall defend, indemnify and save harmless the County, the Consulting Engineers, the Architect/Engineer, the Field Representative, Management of the premises, 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 these 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 indemnitee 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 Indemnitees to the extent of such Indemnitees' own gross negligence, or willful, wanton or intentional misconduct of the indemnitee 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 indemnitee may have in law, equity or otherwise.

10.11 All contractors retained by Management to construct or repair the Facilities shall provide a performance and payment bond in favor of the County which fully complies with the requirements of Ch. 255.05 Fla. Stat.

## **ARTICLE 11**

### **Maintenance by Department**

The Department shall operate and maintain all components of the roads, water, sanitary sewerage and storm water drainage facilities that lie outside the boundaries of the Facilities.

**ARTICLE 12**

**Bonds**

12.01 Performance Bond: Within ten (10) calendar days after notice of award by the Board of County Commissioners, and prior to the commencement of operations hereunder, Management shall provide a Performance Bond (Exhibit K) from a surety meeting the qualifications set forth in Subarticle 14.05 hereof, in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000), which Bond shall be kept in full force throughout the term of this Agreement. The Bond shall be submitted in a form approved by the Department. The Department may increase or decrease the amount of the Bond based upon experience and the potential for loss based on improper or non-performance by Management.

12.02 Fidelity Bond: Within ten (10) calendar days after notice of award by the Board of County Commissioners, Management shall provide a Commercial Blanket Fidelity Bond in the amount of \$100,000 that guarantees an employees' honesty up to the bond penalty. Miami-Dade County must be shown as an obligee with respect to this bond.

12.03 U.S. Customs Security Seal Area Bond: Management must comply with the U.S. Customs Service in providing the required bond for employees needing access to the Customs Security Areas, as depicted in Exhibit I.

12.04 U.S. Customs Warehouse Bond: Based on an understanding between the Department and U.S. Customs, the County, as the owner of the Facilities, shall acquire and maintain in force throughout the term of this Agreement such warehouse bonds as are required for the continuation of the ability to provide bonded fuel to the air carriers at the Airport. If it is determined that the Performance Bond required pursuant to Subarticle 12.01 is not acceptable or sufficient to cover Management's liabilities for the payment of U.S. Customs fines and penalties or if U.S. Customs requires a separate or additional warehouse bond, Management shall acquire and maintain same in force throughout the term of this Agreement.

**ARTICLE 13**

**Indemnification**

Management shall defend, indemnify and hold the County and its officers, employees, agents and instrumentalities harmless from any and all liability, losses and damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits or causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent performance or willful misconduct of Management or its employees, agents, servants, partners, principals or subcontractors. The Management shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or action of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys fees which may issue thereon. The Management expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Management 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.

Management shall proportionally reimburse the suppliers for any fuel losses exceeding ¼

of 1% in any quarter or more often if directed by the Department. This expense is not reimbursable.

**ARTICLE 14**  
**Insurance**

14.01 Insurance Required: In addition to such other insurance as may be required by law, within ten (10) calendar days after notice of award by the Board of County Commissioners, Management shall obtain and provide evidence of required insurance to the following:

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

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

The limits for each type of insurance may be revised upon MDAD Risk Management's review and approval of the Management's operations. Additional types of insurance coverage or increased limits may be required if, upon review of the operations, the Department determines that such coverage is necessary or desirable. Also note: The Department will not accept self-insurance and all policies must be separate policies insuring the Facilities at Miami International Airport alone.

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

- A. Workers' Compensation as required by Chapter 440, Florida Statutes.
- B. Commercial General Liability Insurance on a comprehensive basis including Contractual Liability, Board Form Property Damage and Products and Completed Operations in an amount not less than \$250,000,000 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 Management in the performances of this Agreement.

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

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

- D. Pollution Liability Insurance in an amount not less than \$20,000,000 for third party claims, remediation expenses, and legal defense expenses arising from on-site and

off-site loss, or expense or claim related to the release or threatened release of hazardous materials.

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

14.02 Certificates of Insurance - Management shall furnish certificates of insurance to MDAD Risk Management prior to commencing any operations under this Agreement, which certificates shall clearly indicate:

- a) the Management has obtained insurance in the type, amount and classifications as required for strict compliance with this Sub-Article;
- b) the County is named as an additional insured; and
- c) no material change or cancellation of said insurance shall be effective without thirty (30) days prior written notice to the County. The County reserves the right to require Management to provide such reasonably amended insurance coverage as it deems necessary or desirable upon issuance of notice in writing to Management.

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

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

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

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

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

14.06 Right to Examine: The Department reserves the right, and upon reasonable notice,



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

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

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

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

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

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

14.12 Workers Compensation - EMR Calculations. For the purposes of calculating reimbursement to Management for costs of workers compensation insurance, the Experience Modification Rating (EMR) imposed on the Management, or its subcontractors, or individual classes of employee employed by the Management or its subcontractors, shall be deemed to be one (1) irrespective of the actual rating imposed. For example, if the EMR for the Management is (1.1), reimbursement for workers compensation by MDAD would be calculated as if the EMR were (1), and Management would be solely responsible for payment to its insurance carrier of the difference in costs between those imposed by the carrier, inclusive of actual EMR, and those reimbursed by MDAD, pursuant to this section. If the Management's EMR is less than (1), Management shall be reimbursed as if it's EMR were (1), and it shall be entitled to keep all such funds in excess of those needed to pay its carrier.

14.13. Reimbursable Policies - Management shall not purchase any reimbursable insurance coverage, or any policy which provides for return of any portion of premium based on claims history or avoidance, without the prior written consent of MDAD. If MDAD approves such policy, MDAD shall be entitled to all such reimbursements or returned premiums, without limitation.

**ARTICLE 15**  
**No Assignment or Sale of Controlling Interest**

Unless approved in writing by the Department, Management shall not assign, transfer, or sell its controlling interest ("Ownership"), or pledge or otherwise encumber this Agreement or any of the rights, privileges and obligations of Management hereunder. The requirements of this Agreement and the RFP documents must be satisfied in the event of any such approved assignment, transfer or sale.

**ARTICLE 16**  
**Trademarks and Licenses**

The County may, from time to time, permit Management to utilize certain patents, copyrights, trademarks, trade names, logos, computer software and other intellectual property owned by the County in the performance of this Agreement, which patents, copyrights, trademarks, trade names, 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 Management and the Department, on behalf of the County, granting Management the right, license and privilege to use a specific patent, copyright, trademark, trade name, logo, computer software or other intellectual property without requiring payment of fees therefor. 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.

**ARTICLE 17**  
**Labor Activity**

If at any time any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against Management at the Airport, which results or could result in the curtailment or discontinuance of services performed hereunder, and the Department, within its sole discretion, determines that Management cannot continue operations without negatively affecting airline operations at the Airport, the Department shall have the right, during said period, to cause the services required to be provided under this Agreement to be performed by others. During such period, if the services are being provided by others the County's obligation to pay a management fee pursuant to Article 6, shall be abated.

**ARTICLE 18**  
**Termination by County**

18.01 Automatic Termination: The occurrence of any of the following shall cause this Agreement to be automatically terminated:

- A. To the extent permitted by law, institution by Management of any voluntary proceedings in the U. S. Bankruptcy Courts.
- B. To the extent permitted by law, institution against Management of any involuntary proceedings in the U. S. Bankruptcy Courts, and continuation thereof for a period in excess of 90 days.
- C. To the extent permitted by law, appointment of a custodian as defined in Section 101(10) of the U. S. Bankruptcy Code.

- D. Abandonment by Management of, or, unless approved in advance by the Department, discontinuance of operations and services required under this Agreement for any period of time exceeding two (2) hours, unless done for force majeure, or pursuant to Article 17.
- E. Unless waived by the Department, in writing, the bringing of any action by the County against the Performance or Fidelity Bond required pursuant to Subarticles 12.01 and 12.02 hereof.

18.02 Defaults: The County shall have the right to terminate this Agreement if Management has defaulted upon any of its obligations under this Agreement. Prior to such termination, MDAD shall provide written notice to Management of the obligation Management has defaulted, and provide Management 10 days to cure such default. If, despite the best efforts of Management, the default cannot be cured within ten days, MDAD may, but is not required, to allow additional time for Management to cure the default. As an alternative to termination, the County shall have the right to abate the responsibilities of Management hereunder and the further payment of not yet obligated or unearned Management Compensation and Reimbursable Operating Expenses until such default is cured.

Without limiting the preceding, Management acknowledges and agrees that the material defaults of this Agreement for which termination or abatement is warranted include, but are not limited to:

- A. Failure of Management to promptly and properly deposit monies or to provide reports, receipts, records, books of accounts, summaries, audits, including, but not limited to, certifications and other requirements under this Agreement. The conduct by Management of any business, offering of any service, or sale of any product not specifically authorized by the Department.
- B. Nonperformance by Management of any other covenant of this Agreement, including, but not limited to, the failure or inability of Management to qualify for and/or maintain the reasonable levels of bond and insurance coverages required pursuant to Articles 12 and 14 hereof.
- C. The occurrence of any illegal act within or in regard to the Facilities, of which Management had prior knowledge or could reasonably have been expected to have prior knowledge of, and failed to correct or bring to the attention of the Department or other competent authority.
- D. Any violation of Subarticle 25.11 of this Agreement.
- E. Failure to perform the work or failure to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the Contract, and the approved Progress Schedule, or
- F. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, after written directions from the PM, or
- G. Discontinues the prosecution of the work, or
- H. Failure to resume work which has been discontinued within a reasonable time after notice to do so, or

- I. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or failure to maintain a qualifier, or
- G. Allows any final judgment to stand against him unsatisfied for a period of 10 days, or
- J. Makes an assignment for the benefit of creditors, or
- K. For any other cause whatsoever, fails to carry on the work in an acceptable manner.
- L. The County may terminate this Contract if the Management is found to have submitted a false certification or to have been, or is subsequently during the term of this Contract, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

18.03 Other Terminations or Abatement: The County shall have the right to terminate this Agreement or abate the responsibilities of Management hereunder and the further payment of not yet obligated or unearned Management Compensation and Reimbursable Operating Expenses upon 24 hours written notice to the other party, without liability by one party to the other, at any time after the-occurrence of one or more of the following:

- (1) Issuance by any court of competent jurisdiction of an injunction substantially restricting the use of the Airport for airport purposes.
- (2) Assumption by the United States Government or any authorized agency thereof, or any governmental agency, of the operation, control or use of the Airport facilities or any substantial part, or parts thereof, in such a manner as substantially to restrict services and operations under this Agreement.
- (3) Suspension of all commercial flight operations whether such suspension be due to governmental action, an Act of God, the public enemy or other circumstances.

18.04 Termination for Convenience: This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.

- a. The foregoing notwithstanding, if the Management attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Management may be debarred from County contracting in accordance with the County debarment procedures. The Management may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- b. In the event that the County exercises its right to terminate this Agreement, the Management shall, upon receipt of such notice, unless otherwise directed by the County:
  - i. stop Work on the date specified in the notice (the "Effective Termination Date");
  - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
  - iii. cancel orders;
  - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;

- v. take no action which will increase the amounts payable by the County under this Agreement; and
  - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Article 6.
- c. In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- d. All compensation pursuant to this Article are subject to audit.
- e. At any time during the term of this Agreement, the County may terminate this Agreement, without cause, by giving written notice of cancellation to Management and its Surety at least ten (10) days prior to the Effective Date of such cancellation. Management may terminate this Agreement, without cause, upon not less than one (1) year advance written notice to the Department. Management may not provide such notice until at least two (2) years have elapsed on the term of this Agreement. In the event of such termination, the County's sole responsibility shall be to pay fees and expenses incurred through the date of termination, and the County shall have liability with respect to lost profits, loss of opportunity, damage to reputation, any indirect costs incurred by Management related to the termination of any kind without limitation, demobilization costs, or other similar costs and expenses.

**ARTICLE 19**  
**Not Used**

**ARTICLE 20**  
**Damage or Destruction to Facilities**

If the Facilities or a substantial portion thereof are rendered unfit or unusable for the use and purpose for which this Agreement is granted, without fault on the part of Management, its employees, agents or independent contractors, either party shall have the option, without liability to the other party, upon five (5) days notice in writing, to terminate this Agreement.

**ARTICLE 21**  
**Nondiscrimination**

21.01 Equal Employment Opportunity: In accordance with Title 14 Code of Federal Regulation (CFR) Part 152 (Affirmative Action Employment Program), Management shall not discriminate against any employee or applicant for employment because of age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, in accordance with the Americans with Disabilities Act, discriminate against any otherwise qualified employees or applicants for employment with disabilities who can perform the essential functions of the job with

or without reasonable accommodation. Management shall take affirmative actions' to ensure that applicants are employed and that employees are treated during their employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, or disability. Such actions include, but not limited to, the following: Employment, upgrading, transfer or demotion, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training including apprenticeship.

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

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

21.02 Nondiscriminatory Access to Facilities: Management, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, sex, national origin, age, disability or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (2) that Management shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination 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; (3) the Management shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department of Transportation as amended from time to time; and (4) the Management shall obligate their Sub-contractor and sub-consultants to the same nondiscrimination requirements imposed on the Management and assure said requirements are included in those sub-agreements.

21.03 Breach of Nondiscrimination Covenants: In the event it has been determined that Management has breached any enforceable nondiscrimination covenants contained in Subarticles 21.01 "Equal Employment Opportunity" and 21.02 "Nondiscriminatory Access to Facilities" above, pursuant to the complaint procedures contained in the applicable federal regulations, and Management fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to the default provisions of Subarticle 18.02 hereof.

21.04 Nondiscrimination: During the performance of this Agreement, Management agrees as follows: Management shall, in all solicitations or advertisements for employees placed by or on behalf of Management, state that all qualified applicants shall receive consideration for employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, physical handicap or disability. Management shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto,

and will permit access to Management's books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain by the compliance with such rules, regulations, and orders.

In the event of Management's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with default provisions pursuant to Subarticle 18.02 hereof and Management may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law. Management shall include Subarticles 21.01 and 21.02 above in all Management's subcontracts in excess of \$10,000, unless exempted by the rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions shall be binding upon each Sub-consultant.

21.05 Disability Nondiscrimination Certification: By entering into this Agreement with the County and signing the Disability Nondiscrimination Certification, Management attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If Management or any owner, subsidiary or other firm affiliated with or related to Management is found by the responsible enforcement officer, courts, or the County to be in violation of the act or the resolution, such violation shall render this Agreement terminable in accordance with default provisions pursuant to Subarticle 18.02 hereof. This Agreement shall be void if Management submits a false certification pursuant to this Resolution or if Management violates the Act or the Resolution during the term of this Agreement.

21.06 Affirmative Action/Non Discrimination of Employment, Promotion and Procurement Practices: In accordance with the requirements of County Code Section 2-8.1.5, all firms with annual gross revenues in excess of five million (\$5,000,000) seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Procurement Operator. Said firms must also submit, as a part of their Agreement to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit. Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Procurement Operator. Firms claiming exemption must submit, as part of their Agreement to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with County Code Section 2-8.1.5. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women/owned businesses.

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

**ARTICLE 22**  
**Rules and Regulations**

22.01 Rules and Regulations: Management, notwithstanding anything to the contrary contained herein, shall comply with the ordinances of the County, including the Rules and Regulations of the Department, Chapter 25, and the County's Department of Environmental Resources Management, Chapter 24, Code of Miami-Dade County, Florida, as the same may be amended from time to time, Operational Directives issued thereunder, all additional laws, ordinances, regulations and rules of the Federal, State and County Governments, and any and all plans and programs developed in compliance therewith, which may be applicable to its operations or activities under this Agreement.

22.02 Violations of Rules and Regulations: Management agrees to pay on behalf of the County any penalty, assessment or fine issued against the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the Federal, State or County governments, based in whole or substantial part upon a claim or allegation that Management, its agents, employees or invitees, have violated any law, ordinance, regulation or rule described in Subarticle 22.01 above and any plan or program developed in compliance therewith. Any such penalty, assessment, fine or costs and expenses of defense including, but not limited to, attorney's fees, shall not be a Reimbursable Operating Expense hereunder. Management further agrees that the substance of this Subarticle 22.02 and Subarticle 22.01 above shall be included in every contract and other agreement which Management may enter into related to its operations and activities under this Agreement and that any such contract and other agreement shall specifically provide that "Miami-Dade County, Florida is a third party beneficiary of this Agreement and related provisions." This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subletting or subcontracting.

**ARTICLE 23**  
**Civil Actions**

23.01 Governing Law/Venue: This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action on this Agreement shall be 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.

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

- A. Upon the County: by Certified Mail, Return Receipt Requested set to (i) the party indicated in Subarticle 25.09 on behalf of the County and (ii) with a copy to the County Attorney, Aviation Division, P. O. Box 025504, Miami, FL 33102-5504.



- B. Upon Management: by personal service or by Certified Mail, Return Receipt Requested, upon the General Manager or the party indicated in Subarticle 25.09 on behalf of Management, with a copy to whatever attorney Management has designated in writing, if any.

23.03 Registered Office/Agent; Jurisdiction: Notwithstanding the provisions of Subarticle 23.02 above, and in addition thereto, Management shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, such designations to be filed with the Florida Department of State in accordance with Section 607.034, Florida Statutes, as amended. If Management 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.

## **ARTICLE 24**

### **Actions at Termination**

24.01 Surrender of Facilities: On or before the termination date of this Agreement, whether by lapse of time or otherwise, in accordance with the provisions contained herein, Management shall vacate, quit and surrender and shall account for the Facilities, all furnishings, fixtures, equipment, vehicles, records, funds, inventories, commodities, supplies and other property of the County in as good order and condition as they were upon commencement of this Agreement or date of subsequent acquisition, reasonable and normal wear and tear excepted. Management reaffirms its obligations under Subarticle 1.07 and its grant of powers of attorney to the County to obtain in Management's name appropriate orders and writs of eviction and possession in order for the County to regain possession of the Facilities.

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

24.03 Removal of Personal Property: On or before the termination date of this Agreement, except in instances of termination pursuant to Subarticles 18.01 and 18.03 hereof, in which event Management shall be allowed up to five (5) calendar days, Management shall remove all of its personal property from the Facilities. Any personal property of Management not removed in accordance with these Subarticles may be removed by the Department for storage at the cost of Management. Failure on the part of Management to reclaim its personal property within thirty (30) days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever use and disposition is deemed to be in the best interest of the County.

24.04 Environmental Remediation: Prior to termination of this Agreement, Management shall ensure that it has completely remediated any environmental contamination for which it is responsible, as a non-reimbursable expense, or it shall have made arrangements for such remediation acceptable to the Department. Failure of Management to comply with Subarticle 24.04 shall subject Management to forfeiture of its Performance Bond and such other consequences as the Department deems appropriate.

**ARTICLE 25**  
**Other Provisions**

25.01 Payment of Taxes: Management shall pay any taxes lawfully assessed against Management arising out of its operations hereunder; provided, however, that Management shall not be deemed to be in default of its obligations under this Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay same after the ultimate adverse conclusion of such contest shall constitute a default, pursuant to Subarticle 18.02.

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

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

25.04 Administrative Modifications: It is understood and agreed that the Department, upon advance written notice to Management, shall have the right to modify administratively and to revise the budget, revenue processing, reimbursement, replenishment, payment and design and construction procedures, contained in Articles 3, 4, 5 and 10, other technical requirements hereof, and the exhibits hereto; provided, however, such revisions shall not have a materially adverse effect on the right of Management to be reimbursed for costs and expenses incurred on a timely basis or to receive reasonable compensation for its services hereunder or on the security of the funds and assets of the County.

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

25.06 Not Used

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

25.08 Federal Subordination: This Agreement shall be subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation and maintenance of the Airport or the Facilities, 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, any part thereof, or the Facilities during time of war or national emergency for military or naval use and any provisions of this Agreement inconsistent with the provisions of such lease to the United States of America shall be suspended.

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

To the County:  
Ralph Cutie, Director  
Miami-Dade Aviation Department  
Post Office Box 025504  
Miami, Florida 33102-5504

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

ALLIED AVIATION FUELING OF MIAMI, INC.  
MIAMI INTERNATIONAL AIRPORT  
4200 N.W. 36TH Street Bldg. 5A  
PO BOX 260847  
Miami, Florida, 33126

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

25.10 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 are severable.

25.11 Authorized Uses Only: Notwithstanding anything to the contrary herein, Management shall not use or permit the use of the Facilities or the Airport for any illegal or unauthorized purpose, nor, for any purpose which would invalidate any insurance policies of the County or any policies of insurance written on behalf of Management under this Agreement. Failure to comply with this Subarticle shall result in default pursuant to Subarticle 18.02.

25.12 No Waiver: There shall be no waiver of the right of either party 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 either party, unless such waiver is explicitly made in writing by the other party. Any previous waiver or course of dealing shall not affect the right of either party to demand strict performance of the provisions, terms and covenants of this Agreement with respect to any subsequent event or occurrence or of any subsequent breach, default or non-performance hereof by the other party.

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

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

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

25.16 Inspector General Reviews

A INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Management shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Management's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Management, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Management in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

B. MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW

According to Section 2-1076 of the Code, 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 of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) 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 Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 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 of one percent (0.25%) 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 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 is empowered to retain the services of IPSIGs 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.

25.17 Employment Eligibility Verification (E-VERIFY): By entering into this Contract, the Management becomes obligated to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

25.18 First Source Hiring Referral Program ("FSHRP"): Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Management, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the

CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Management will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until 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 First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

25.19 Headings: The headings of the various Articles and Subarticles of this Agreement, and its Table of Contents, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope context or intent of this Agreement or any part or parts of this Agreement.

25.20 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 of Article 15 hereof.

25.21 Performance: The parties expressly agree that time is of the essence in the performance of this Agreement and that the failure by one party to complete performance within the time specified, or within a reasonable time, if no time is specified herein, shall not relieve the other party of any obligation to accept such performance.

## 25.22 SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

### a) Supplier/Vendor Registration

The Contractor 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 vendor’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 Contractor’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 Contractor confirms its commitment to comply with the following:

1. Miami-Dade County Ownership Disclosure Affidavit  
(Section 2-8.1 of the Code of Miami-Dade County)
2. Miami-Dade County Employment Disclosure Affidavit  
(Section 2.8.1(d)(2) of the Code of Miami-Dade County)

3. Miami-Dade County Employment Drug-free Workplace Certification  
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. Miami-Dade County Disability and Nondiscrimination Affidavit  
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. Miami-Dade County Debarment Disclosure Affidavit  
(Section 10.38 of the Code of Miami-Dade County)
6. Miami-Dade County Vendor Obligation to County Affidavit  
(Section 2-8.1 of the Code of Miami-Dade County)
7. Miami-Dade County Code of Business Ethics Affidavit  
(Article I, Section 2-8.1(i) of the Code of Miami-Dade County)
8. Miami-Dade County Family Leave Affidavit  
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. Miami-Dade County Living Wage Affidavit  
(Section 2-8.9 of the Code of Miami-Dade County)
10. Miami-Dade County Domestic Leave and Reporting Affidavit  
(Article VIII, Sections 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. Miami-Dade County Verification of Employment Eligibility (E-Verify)  
Affidavit  
(Section 448.095, of the Florida State Statutes)
12. Miami-Dade County Pay Parity Affidavit  
(Resolution No. R-1072-17)
13. Miami-Dade County Suspected Workers' Compensation Fraud Affidavit  
(Resolution No. R-919-18)
14. Office of the Inspector General  
(Section 2-1076 of the Code of Miami-Dade County)
15. Small Business Enterprises  
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
16. Antitrust Laws  
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

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.

### 25.23 FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Management shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and, implementing regulations at 41 C.F.R. Part 60.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act, as amended (40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).



- k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination".
- n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations".
- q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

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

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

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

#### 25.24. LIVING WAGE

The Contractor shall comply with Section 2-8.9 of the Code of Miami-Dade County, and Administrative Order No. 3-30, as amended, 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 Contractor set forth in the Administrative Order. The Contractor shall also ensure that its subcontractors comply with the order in respect to their employees.

25.25. TRUST AGREEMENT

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

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

25.26. FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

i) Compliance with Nondiscrimination Requirements

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

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

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in 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 contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

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

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

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

- 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;
- 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, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination

on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- 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) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

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

iii) All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**ARTICLE 26**  
**Environmental Compliance**

26.01 Definitions: For purposes of this Agreement, the following additional definitions apply:

- A. “Environmental Claim” means any investigative, enforcement, cleanup, removal, containment, remedial or other private, governmental or regulatory action at any time threatened, instituted or completed pursuant to any applicable Environmental Requirement, against Management or against or with respect to the Facilities or any

condition, use or activity on the Facilities (including any such action against County), and any claim at any time threatened or made by any person against Management or against or with respect to the Facilities or any condition, use or activity on the Facilities (including any such claim against County), relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or in any way arising in connection with any Hazardous Material or any Environmental Requirement.

- B. "Environmental Law" means any federal, state or local law, statute, ordinance, code, rule, regulation, license, authorization, decision, order, injunction, decree, or rule of common law, and any judicial or agency interpretation of any of the foregoing, which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to, ground or air or water or noise pollution or contamination, and underground or aboveground tanks) and shall include without limitation, the Solid Waste Disposal Act, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Hazardous Materials Transportation Act 49 U.S.C. § 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act 42 U.S.C. § 7401 et seq.; the Toxic Materials Control Act 15 U.S.C. § 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; Chapters 403, 376 and 373, Florida Statutes; Chapters 24 and 25 of the Miami-Dade County Code, and any other local, state or federal environmental statutes, codes, or ordinances, and all rules, regulations, orders and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.
- C. "Environmental Requirement" means any Environmental Law, agreement or restriction (including, but not limited to, any condition or requirement imposed by any insurance or surety company), as the same now exists or may be changed or amended or come into effect in the future, which pertains to health, safety, any Hazardous Material, or the environment including, but not limited to, ground or air or water or noise pollution or contamination, and underground or aboveground tanks.
- D. "Hazardous Material" means any substance, whether solid, liquid or gaseous, which is listed, defined or regulated as a "hazardous substance, a hazardous waste" or "solid waste," or pesticide, or otherwise classified as hazardous or toxic, in or pursuant to any Environmental Requirement; or which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons; or which causes or poses a threat to cause contamination or a nuisance on the Facilities or any adjacent Facilities or a hazard to the environment or to the health or safety of persons on the Facilities.
- E. "On" or "in" when used with respect to the Facilities or any Facilities adjacent to the facilities, means "on, in, under, above or about."
- F. "Recognized Environmental Condition" shall have the meaning set forth in ASTM E 1527-97, Section 3.3.28.

26.02 Management's Industrial Classification: Management represents and warrants to County that Management's North American Industry Classification System ("NAICS") or Standard Industrial Classification("SIC") code number, as published in the most recent SIC Manual from the United States Office of Management and Budget, and as used on Management's Federal Tax Return is 42271.

26.03 Management's Acceptance of the Risks and Condition of Facilities As-Is: Management agrees that the Facilities shall be delivered to Management in its current "as-is with all faults" condition. Management hereby requests, warrants, covenants, agrees, and acknowledges that:

- A. Hazardous Materials may be present on the Facilities. The County is currently engaged in a significant environmental remediation program at MIA and does not desire to accept any additional risk attributable to environmental conditions at the Facilities.
- B. Under Subarticle 26.06 of this Agreement, Management is provided the opportunity to conduct an independent investigation of the Facilities and the physical condition thereof, including the potential presence of any Hazardous Materials on or about the Facilities. Whether Management has conducted such an investigation or not, Management is fully aware of the condition of the Facilities and the properties surrounding Facilities, and is willing to proceed with this Agreement in light of the environmental condition of the Facilities. Management's report on the investigation, if any such report has been prepared, will be provided to the County.
- C. Because of the possible presence of environmental contaminants on the Facilities, County has made no express, implied, or other representations of any kind in connection with the physical condition of the Facilities, or any improvements appurtenant thereto including, without limitation, the physical condition of any building materials, building systems, soils or groundwater conditions, or the presence of Hazardous Materials in, on, under, or about the Facilities, and Management has relied solely on Management's own inspection and examination of such matters.
- D. Except as to County's obligations set forth in this Article or elsewhere in this Agreement, Management expressly assumes the risk that Hazardous Materials that are or may be present on the Facilities at the commencement of this Agreement may affect the suitability or usability of the Facilities for Management's proposed or intended use. Management agrees that, except to the extent of County's remediation obligations provided in Subarticle 26.04, County shall have no responsibility or liability with respect to any Hazardous Materials on the Facilities. In no event shall County be liable to Management for damages relating to physical or personal injury, business interruptions, relocation costs, or any other cost resulting from the presence of Hazardous Materials on the Facilities at any time during this Agreement.

26.04 County's Disclosure of Soil and Groundwater Contamination:

- A. The County shall conduct response actions mandated by existing Environmental Requirements for Hazardous Materials disclosed in the Baseline Audit as defined in Subarticle 26.05 and the Management Audit as defined in Subarticle 26.06. If this Agreement contemplates construction by Management, any Hazardous Material

discovered during any Construction Period as defined in Subarticle 26.01 shall be presumed to be a County obligation under this Agreement except to the extent the Department demonstrates to the satisfaction of the Department of Environmental Resources Management (“DERM”) that the Hazardous Materials were introduced by Management, Management’s agents, employees, contractors, invitees or trespassers, in which case the responsibility therefor is Management’s. After any Construction Period, any Hazardous Material discovered on the Facilities and not previously identified in the Baseline Audit or Management Audit shall be the responsibility of Management, except to the extent that Management demonstrates to the satisfaction of DERM that such Hazardous Materials originated from (1) a discharge, disposal or release outside of the Facilities, unless such discharge, disposal or release was caused by Management, Management’s agents, employees, contractors or invitees; or (2) a discharge, disposal or release of Hazardous Material on the facilities prior to Management’s first occupancy of the Facilities and not caused by Management, Management’s agents, employees, contractors, invitees, or trespassers.

- B. County’s responsibility for remediation under Subarticle 26.04 shall be limited to the Recognized Environmental Conditions required to be remediated under then-existing Environmental Requirements. If County is permitted to leave any Hazardous Material in place under existing Environmental Requirements, County shall have the option of so doing unless a governmental authority requires the removal of Hazardous Materials for Management to be able to continue with construction or occupancy of the Facilities.
- C. (1) To the extent they exist, the County will make available to Management copies of Contamination Assessment Reports (“CARs”) and Remedial Action Plans (“RAPs”) regarding any soil and groundwater contamination at the Facilities. The County may have already installed or may have plans to install remediation systems to clean up the contamination described in such CARs and RAPs to the extent they exist. Management agrees that during the term of this Agreement, County’s authorized representatives shall have the right to enter the Facilities in order to operate, inspect, maintain, relocate, and replace such systems. Without limiting the generality of the foregoing, the County shall have the right to: (a) install, use, monitor, remove (or, in connection with monitoring wells, abandon in place in accordance with applicable governmental regulations) soil borings, treatment systems, pumps, monitoring wells, and associated equipment; (b) construct, maintain, and ultimately remove various mechanical devices designed to aid in the monitoring and remediating effort; and (c) undertake such related activities as the County or other governmental authorities may require or recommend, utilizing such methods as County or the applicable governmental authorities may elect in order to remediate the contamination described in any CARs and RAPs (collectively, the “Remedial Action”).
- (2) County shall utilize reasonable efforts to minimize any disturbance of the Management’s use of the Facilities caused by the Remedial Action and Management agrees that it shall not interfere with or obstruct the Remedial Action. County and Management each agree to take such action as may be reasonable to coordinate their operations so as to minimize any interference

with the other party. If vehicles, equipment, or materials belonging to the Management have to be temporarily relocated to permit the Remedial Action to be performed, the Management will effect such relocation at no expense to the County.

- (3) If Remedial Action equipment or materials need to be temporarily stored in a secure location on the Facilities, the Management will provide reasonable storage inside the building on the Facilities for such equipment and materials at no expense to the County. The Management will provide the County with water and electrical service in connection with the Remedial Action, without charge. Management acknowledges that Remedial Action may be conducted at the Facilities at any time during the term of the Agreement and may continue until such time as a no further action letter is obtained from the appropriate regulatory authorities.

26.05 Baseline Audit: Unless Management has agreed to extend the delivery date until thirty (30) days after the commencement of this Agreement, the County has provided Management with a copy of an environmental audit of the Facilities, which audit includes analysis of soil and groundwater samples (the initial "Baseline Audit"). Unless this is a renewal lease, the County shall be responsible for any Recognized Environmental Conditions within the meaning of ASTM E 1527-97, Section 3.3.28, disclosed by the Baseline Audit which the County may respond to, to the extent provided in Subarticle 26.04(B), during the term of this Agreement. Unless this is a renewal lease, Management may terminate this Agreement within thirty (30) days of receipt of the Baseline Audit if Management, in its sole discretion, determines that the Recognized Environmental Conditions disclosed in such Baseline Audit are unacceptable, provided Management notifies the Department in writing twenty (20) days prior to termination. If this is a renewal lease, Management shall be responsible for all Recognized Environmental Conditions disclosed in the Baseline Audit unless Management demonstrates to the County's satisfaction that the Recognized Environmental Conditions originated from (1) a discharge, disposal or release outside of the Facilities, unless such discharge, disposal or release was caused by Management, Management's agents, employees, contractors or invitees; or (2) a discharge, disposal or release of Hazardous Material on the facilities prior to Management's first occupancy of the Facilities and not caused by Management, Management's agents, employees, contractors, invitees, or trespassers.

26.06 Management Audit: Management, at its sole cost and expense, shall have the right to conduct, within sixty (60) days of receipt of the Baseline Audit, an environmental inspection of the Facilities (the "Management Audit"), through an independent environmental consultant approved in writing by the Department, such approval not to be unreasonably withheld or delayed. If Management elects to conduct a Management Audit, it shall furnish the Department a copy of the Management Audit within thirty (30) days of receipt of the Baseline Audit. The purpose of the Management Audit is to determine whether there are present on the Facilities any Recognized Environmental Conditions and to delineate the vertical and horizontal extent of any soil or groundwater contamination not identified in the Baseline Audit or any CARs or RAPs. Within thirty (30) days of receipt of such Management Audit, the County shall notify Management if it disputes the Recognized Environmental Conditions or the delineation of subsurface conditions described in the Management Audit. Any such dispute shall be resolved by DERM, which resolution shall be binding on the parties as to the existence of Recognized



Environmental Conditions on the Facilities as of the commencement of this Agreement. If the Management Audit reveals any Recognized Environmental Conditions or delineates any subsurface contamination not disclosed in any CARs, RAPs, or Baseline Audit, then, unless this is a renewal lease, the County, at its option, shall: (i) allow Management to terminate this Agreement within fifteen (15) days of receipt of such notice to the County; or (ii) notify Management that it has agreed to be responsible for such Recognized Environmental Conditions and delineated subsurface contamination to the same extent as the County is responsible for the Recognized Environmental Conditions and subsurface contamination disclosed in any CARs, RAPs, and the Baseline Audit. If the County allows Management to terminate the Agreement and Management elects not to terminate, Management's failure to terminate shall constitute a waiver of Management's rights to terminate its obligations under this Agreement and a waiver of any claim it may have against the County with respect to Recognized Environmental Conditions and subsurface contamination disclosed in such Management Audit. If this is a renewal lease, Management shall be responsible for all Recognized Environmental Conditions disclosed in the Management Audit unless Management demonstrates to the County's satisfaction that the Recognized Environmental Conditions originated from (1) a discharge, disposal or release outside of the Facilities, unless such discharge, disposal or release was caused by Management, Management's agents, employees, contractors or invitees; or (2) a discharge, disposal or release of Hazardous Material on the facilities prior to Management's first occupancy of the Facilities and not caused by Management, Management's agents, employees, contractors, invitees, or trespassers.

26.07 Environmental Maintenance of Facilities: Except for the obligations of the County under this Article 26, Management shall, at its sole cost and expense, keep, maintain, use, and operate the Facilities at all times in compliance with all Environmental Laws, and shall maintain the Facilities in good and sanitary order, condition, and repair.

26.08 Management's Use of Hazardous Materials: Management shall not use, store, generate, treat, transport, or dispose of any Hazardous Material on the Facilities without first obtaining County's written approval. Management shall notify County and seek such approval in writing at least thirty (30) days prior to bringing any Hazardous Material onto the Facilities. County may withdraw approval of any such Hazardous Material at any time, for reasonable cause related to the threat of site contamination, or damage or injury to persons, Facilities or resources on or near the Facilities. Upon withdrawal of such approval, Management shall immediately remove the Hazardous Material from the site. County's written approval of or failure to approve the use of a Hazardous Material under this paragraph shall not limit or affect Management's obligations under this Agreement, including Management's duty to remedy or remove releases or threatened releases; to comply with Environmental Laws relating to the use, storage, generation, treatment, transportation, and/or disposal of any such Hazardous Materials; or to indemnify County against any harm or damage caused thereby. Management shall promptly and completely answer periodic questionnaires from the County concerning Management's practices regarding the generation, use, storage, and disposal of Hazardous Materials.

26.09 Entry by County: Notwithstanding any other right of entry granted to County under this Agreement, County shall have the right to enter the Facilities or to have consultants enter the Facilities throughout the Term of this Agreement for the purposes of: (1) determining

whether the Facilities are in conformity with Environmental Law; (2) conducting an environmental audit or investigation of the Facilities; (3) determining whether Management has complied with the environmental requirements of this Agreement; (4) determining the corrective measures, if any, required of Management to ensure the safe use, storage, and disposal of Hazardous Materials; or (5) removing Hazardous Materials (except to the extent used, stored, or disposed of by Management in compliance with Environmental Requirements and the terms of this Agreement). Management agrees to provide access and assistance for such inspections. Inspections shall be conducted in a manner so as to reasonably minimize interruptions of business operations on the Facilities.

Such inspections may include, but are not limited to, entering the Facilities or adjacent property with drill rigs or other machinery for the purpose of obtaining laboratory samples of soil or groundwater conditions. County shall not be limited in the number of such inspections during the Term of this Agreement. To the extent such inspections disclose the presence of Hazardous Materials used, stored, or disposed of by Management or its agents, employees, contractors, or invitees in violation of the terms of this Agreement, Management shall reimburse County for the cost of such inspections within ten (10) days of receipt of a written statement thereof. If such consultants determine that Hazardous Materials have been released, discharged, stored, or used on the Facilities in violation of the terms of this Agreement, Management shall, in a timely manner, at its expense, remove such Hazardous Materials and otherwise comply with the recommendations of such consultants to the satisfaction of County and any other regulatory authorities. The right granted to County herein to inspect the Facilities shall not create a duty on County's part to inspect the Facilities, nor liability of County for Management's use, storage, or disposal of Hazardous Materials, it being understood that Management shall be solely responsible for all liability in connection therewith.

26.10 Permits and Licenses: The Management warrants that it will secure at the times required by issuing authorities all permits or approvals that are required by any governmental authority to enable Management to conduct its obligations under this Agreement. Upon request, Management shall provide to County copies of all permits, licenses, certificates of occupancy, approvals, consent orders, or other authorizations issued to Management under applicable Environmental Requirements.

26.11 Notice of Discharge to County:

- A. In the event of: (a) the happening of any material event involving the spill, release, leak, seepage, discharge, or clean up of any Hazardous Material on the Facilities in connection with Management's operation thereon; or (b) any Environmental Claim affecting Management from any person or entity resulting from Management's use of the Facilities, then Management shall immediately notify County orally within twenty-four (24) hours and in writing within three (3) business days of said notice. If County is reasonably satisfied that Management is not promptly commencing the response to either of such events, County shall have the right but not the obligation to enter onto the Facilities or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of or otherwise deal with any such Hazardous Material or Environmental Claim following receipt of any notice from any person or any entity having jurisdiction asserting the existence of any Hazardous Material or an Environmental Claim pertaining to the Facilities or

any part thereof, which if true, could result in an order, suit or other action against the County. If Management is unable to resolve such action in a manner which results in no liability on the part of County, all reasonable costs and expenses incurred by County shall be deducted from Management's Management Fee.

- B. With regard to any reporting obligation arising out of Management's operations or during the Agreement, Management shall timely notify the State of Florida Department of Environmental Protection, Miami-Dade County Department of Environmental Resources Management, and the United States Environmental Protection Agency, as appropriate, with regard to any and all reporting obligations while simultaneously providing written notice to County.
- C. Within sixty (60) days of execution of this Agreement, Management shall submit to County an emergency action plan/contingency plan setting forth in detail Management's procedures for responding to spills, releases, or discharges of Hazardous Materials. The emergency action plan/contingency plan shall identify Management's emergency response coordinator and Management's emergency response contractor.

26.12 Reports to County: For any year in which any Hazardous Materials have been used, generated, treated, stored, transported or otherwise present on or in the Facilities pursuant to the provisions of this Agreement, Management shall provide County with a written report listing the Hazardous Materials which were present on the Facilities; all releases of Hazardous Materials that occurred or were discovered on the Facilities; all compliance activities related to such Hazardous Materials, including all contacts with government agencies or private parties of any kind concerning Hazardous Materials; and all manifests, business plans, consent agreements or other documents relating to Hazardous Materials executed or requested during that time period. The report shall include copies of all documents and correspondence related to such activities and written reports of all oral contacts relating thereto.

26.13 Periodic Environmental Audits: Management shall establish and maintain, at its sole expense, a system to assure and monitor continued compliance on the Facilities with all Environmental Laws, which system shall include, no less than once each year, a detailed review of such compliance (the "Environmental Audit") by such consultant or consultants as the Department may approve. Management shall provide the Department with a copy of its annual Environmental Audit which shall be consistent with ASTM's "Practice for Environmental Regulatory Compliance Audits" or other recognized format approved by County. If the Environmental Audit indicates any violation of any Environmental Law, Management shall, at the request of County, provide a detailed review of the status of any such violation by such consultant or consultants (the "Supplemental Audit") within thirty (30) days of the County's request.

26.14 Remediation of Hazardous Material Release: If any Hazardous Materials are released, discharged, or otherwise come to be located on or about the Facilities in violation of this Article, Management shall promptly take all actions, at its sole expense as are necessary to return the affected portion of the Facilities and any other affected soil or groundwater to their condition existing prior to the Hazardous Material Release. County shall have the right to

approve all such remedial work, including, without limitation: (i) the selection of any contractor or consultant Management proposes to retain to investigate the nature or extent of such Hazardous Material Release or to perform any such remedial work; (ii) any reports or disclosure statements to be submitted to any governmental authorities prior to the submission of such materials; and (iii) any proposed remediation plan or any material revision thereto prior to submission to any governmental authorities. Notwithstanding the foregoing, County's prior consent shall not be necessary if a Hazardous Material Release poses an immediate threat to the health, safety, or welfare of any persons and, despite Management's best efforts, it is not possible to obtain County's consent before taking remedial action to abate such immediate threat, provided that: (a) Management shall notify County as soon as possible and shall thereafter obtain County's consent as otherwise provided in this paragraph; and (b) Management shall take only such action as may be necessary or appropriate to abate such immediate threat and shall otherwise comply with the provisions of this paragraph. In addition to any rights reserved by County in this Agreement, County shall have the right, but not the obligation, to participate with Management and Management's consultants and contractors in any meetings with representatives of the governmental authorities, and Management shall provide County reasonable notice of any such meetings. All remedial work shall be performed in compliance with all Environmental Laws. The County's consent to any remedial activities undertaken by Management shall not be withheld so long as County determines, in its sole, good faith judgment, that such activities will not cause any material adverse long-term or short-term effect on the Facilities, or other adjoining property owned by County.

26.15 Indemnity: Management shall indemnify, defend (with counsel satisfactory to County), and hold County, its directors, officers, employees, agents, assigns, and any successors to County's interest in the Facilities, harmless from and against any and all loss, cost, damage, expense (including reasonable attorneys' fees), claim, cause of action, judgment, penalty, fine, or liability, directly or indirectly, relating to or arising from the use, storage, release, discharge, handling, or presence of Hazardous Materials on, under, or about the Facilities in violation of Management's obligations under this Agreement ("Hazardous Materials Release"). This indemnification shall include without limitation: (a) personal injury claims; (b) the payment of liens; (c) diminution in the value of the Facilities; (d) damages for the loss or restriction on use of the Facilities; (e) sums paid in settlement of claims; (f) actual attorneys' fees, consulting fees, and expert fees, (g) the cost of any investigation of site conditions, and (h) the cost of any repair, cleanup, remedial, removal, or restoration work or detoxification if required by any governmental authorities or deemed necessary in County's reasonable judgment. County shall have the right, but not the obligation, to join and participate in, and control, if it so elects for any proceedings or actions in which the County is a named party, any legal proceedings or actions initiated in connection with the Hazardous Materials release. County may also negotiate, defend, approve, and appeal any action in which County is named as a party taken or issued by any applicable governmental authorities with regard to a Hazardous Materials release. Any costs or expenses incurred by County for which Management is responsible under this paragraph or for which Management has indemnified County: (i) shall be paid to County on demand, during the term of this Agreement from Management's Management Fee; and (ii) from and after the expiration or earlier termination of the Agreement shall be reimbursed by Management on demand. Management's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Agreement and shall bind Management's successors and assignees and inure to the benefit of County's successors and assignees.

- A. This indemnity specifically includes the direct obligation of Management to perform, at its sole cost and expense, any remedial or other activities required, ordered, recommended or requested by any agency, governmental official or third party, or otherwise necessary to avoid or minimize injury or liability to any person, or to prevent the spread of pollution, however it came to be located thereon. Management shall perform all such work in its own name in accordance with applicable laws. Management acknowledges that the County's regulatory power in this regard is independent of the County's contractual undertakings herein, and nothing herein shall affect the County's right in its regulatory capacity to impose its environmental rules, regulations, and authorities upon the Management in accordance with the law.
- B. Without waiving its rights hereunder, County may, at its option, perform such remedial work as described in paragraph A above, and thereafter seek reimbursement for the costs thereof. Management shall permit County or its designated representative access to the Facilities to perform such remedial activities.
- C. Whenever County has incurred costs described in this section, Management shall, within thirty (30) days of receipt of notice thereof, reimburse County for all such expenses together with interest from the date of expenditure at the rate of 1½% per month or legal rate, whichever is greater.
- D. Without limiting its obligations under any other paragraph of this Agreement, Management shall be solely and completely responsible for responding to and complying with any administrative notice, order, request or demand, or any third party claim or demand relating to potential or actual Hazardous Materials contamination on the Facilities. Management's responsibility under this paragraph includes, but is not limited to, responding to such orders on behalf of County and defending against any assertion of County's financial responsibility or individual duty to perform under such orders. Management shall assume, pursuant to the Indemnity provision set forth in this Article 26, any liabilities or responsibilities which are assessed against County in any action described under this paragraph.

26.16 Environmental Insurance: Unless otherwise agreed to in writing by the County, or due to the existence of such coverage in other policies or for other reasons, Management shall obtain pollution liability insurance to cover the risks associated with the handling, storage, use, disposal, and possible release of Hazardous Materials at the Facilities in an amount not less than the amount required in Article 14. In any such policy, the County shall be named as an additional insured and Management, upon execution of this Agreement, shall deliver to County a copy of the insurance certificate consistent with this paragraph.

26.17 Waiver and Release: Management, on behalf of itself and its heirs, successors and assigns, hereby waives, releases, acquits and forever discharges County, its principals, officers, directors, employees, agents, representatives and any other person acting on behalf of the County, and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Management or any its heirs, successors, or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present or future physical characteristic or condition of the Facilities, including, without limitation, any Hazardous Material, in, at, on,

under or related to the Facilities, or any violation or potential violation of any environmental law applicable thereto; provided, however, this Subarticle 26.17 shall not apply to a waiver or release of any obligation of County under Subarticle 26.04(A). Management acknowledges that the County would not enter into this Agreement without Management's agreement to the waiver and release provided herein.

26.18 Surrender of Facilities: Management shall surrender the Facilities to County upon the expiration or earlier termination of this Agreement free of debris, waste, and Hazardous Materials used, stored, or disposed of by Management or its agents, employees, contractors or invitees or otherwise discharged on the Facilities during the term of this Agreement; provided, however, Management shall not be responsible to the extent of County's obligations under Subarticle 26.04(A). The Facilities shall be surrendered in a condition that complies with all Environmental Requirements, recommendations of environmental consultants hired by County, and such other reasonable environmental requirements as may be imposed by County.

26.19 Breach: Any breach by Management of any provision of this Article 26 shall constitute a default of this Agreement and shall entitle County to exercise any and all remedies provided in this Agreement, or as otherwise permitted by law.

26.20 Survivability of Terms: The terms and conditions of this Article 26, including the indemnification, waiver, and release provisions, shall survive the termination of this Agreement.

Fuel Facilities Management Agreement

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date shown on the first page of the Agreement.

Contractor

Miami-Dade County

By: Robert L. Rose

By: \_\_\_\_\_

Name: Robert L Rose

Name: Daniella Levine Cava

Title: President

Title: Mayor

Date: 6/12/24

Date: \_\_\_\_\_

Attest: Courtney Bone - Notary  
Corporate Secretary/Notary Public

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

Corporate Seal/Notary Seal

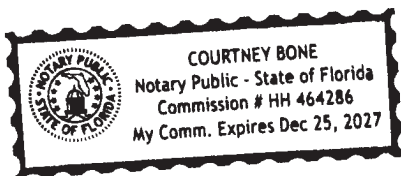
Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney

STATE OF FLORIDA     )  
  )ss:  
COUNTY OF SARASOTA )

On this 12th day of June in the year of 2024, before me, the undersigned, a Notary Public in and for said state, personally came ROBERT L ROSE, to me known, or identified by FL DL 2200-772-44-385-0 who and by his signature on the instrument, the individual executed the instrument.

(NOTARY SEAL)



Courtney Bone  
(Notary Signature)

Courtney Bone  
(Notary Name Printed)

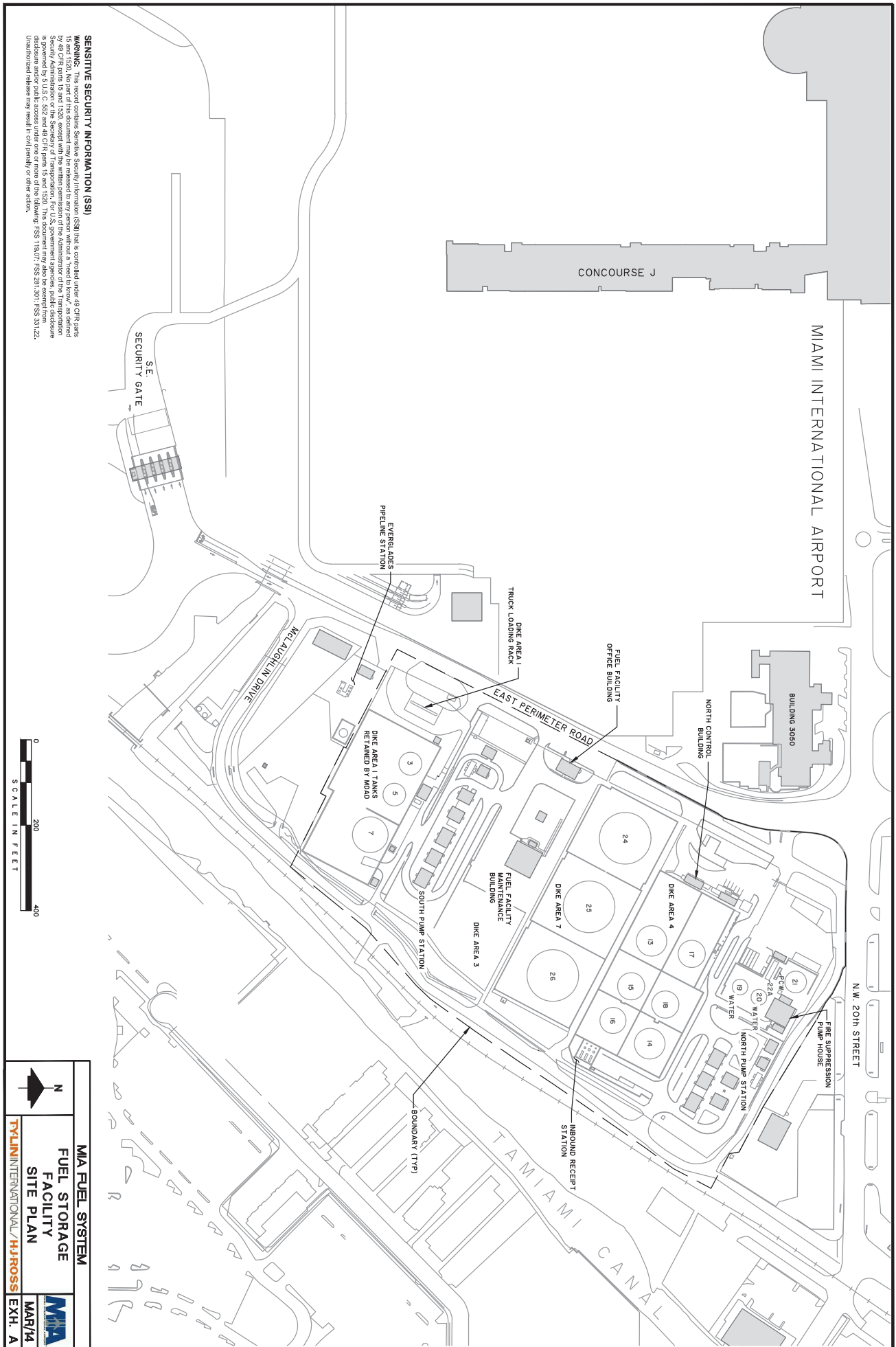
Commission No. HH 464286

My Commission Expires Dec 25, 2027

**EXHIBIT A**

**MAPS**





**SENSITIVE SECURITY INFORMATION (SSI)**

**WARNING:** This document contains Sensitive Security Information (SSI) that is controlled under 49 CFR parts 15 and 1502. No part of this document may be released to any person without a "need to know" as defined by 49 CFR parts 15 and 1502, except with the written permission of the Administrator of the Transportation Security Administration, U.S.C. 502. Subject to the provisions of 49 CFR parts 15 and 1502, the unauthorized disclosure of this information to any person is prohibited. Any person who discloses or attempts to disclose this information to any person in violation of 49 CFR parts 15 and 1502, or who discloses or attempts to disclose this information to any person in violation of 49 CFR parts 15 and 1502, may be subject to criminal or civil penalties. Unauthorized release may result in civil penalty or other action.

	
<b>MIA FUEL SYSTEM</b> <b>FUEL STORAGE FACILITY</b> <b>SITE PLAN</b>	
TFL/IN/INTERNATIONAL/H/ROSS	
	EXH. A



**EXHIBIT B**

**DEPOSIT REPORT**

**(See Article 3.02)**

**MANAGEMENT COMPANY**  
MIAMI INTERNATIONAL AIRPORT  
MDAD FUEL FACILITY

**DEPOSIT REPORT**  
**FOR**  
**MIDFIELD**

---

REVENUE DATE

---

CUSTOMER NAME

---

TOTAL

---

PREPARED BY

Deposit Slip

## **EXHIBIT C**

# **ACCOUNTING AND INTERNAL CONTROL PROCEDURES**

**(See Articles 3.04, 5.07,  
5.13, 8.08, and 8.11)**

**ACCOUNTING AND INTERNAL CONTROL PROCEDURES**

Management shall be required to maintain, proper procedures and adequate internal control called for in their procedures manuals and in accordance with Subarticles 5.13, 7.04, and 8.03 of this Agreement. Specific controls and procedures which must be continually maintained include but are not limited to the following:

REVENUE

Deposits

- Deposits shall be summarized on the Deposit Form (Exhibit B) and delivered to the Department with accompanying documentation to include a copy of the customer check paid to management, the composition of deposit, and a validated deposit slip properly certified by a cashier or officer of the depository bank, and/or proof of wire transfer to the credit of the County's Revenue Depository Account.
- Revenue Reports - Exhibit D shall be delivered to the Department in accordance with Subarticle 3.03 of this Agreement.
- Sales taxes and net revenue shall be isolated by the appropriate reporting mechanism.
- Revenues, receivables, and cash deposits shall be summarized and accumulated in accordance with Subarticle 4.05 of this Agreement.

Accounts Receivable

- Develop system of fees and charges for use of transmission and hydrant system. Review and bill such charges to users of applicable services.
- Deposits shall be processed in accordance with Subarticles 3.02, and 3.04 of this Agreement.
- Management shall provide a month-end, aged trial balance of Accounts Receivable in accordance with Subarticle 3.04 of this Agreement.
- Management shall actively pursue collection of all Accounts Receivable and have supporting documentation (i.e., Telephone Log, copies of past due notices, demand letters, etc.) available for review upon request.
- Late payment and/or delinquency charges shall accrue in accordance with Subarticle 3.04 of this Agreement.

- Management shall be and remain responsible for accounts receivable until such time as the Department approves a write-off in accordance with Subarticle 3.04 of this Agreement.

PURCHASING, RECEIVING AND STORAGE, AND ISSUING

Management shall be required to maintain procedures and controls by the County as developed from time to time including, but not limited to, the following:

- A. Physical Inventory Procedures
- B. Accounts Payable System
- C. Internal Control Procedures

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

- Responsibilities for purchasing, receiving and storage shall be segregated in at least three separate employees.
- Specifications for all major supplies/products used in the operations shall be maintained in Management's department.
- All purchases must be budgeted and included in the Annual Operating Budget required in Article 4 of this Agreement prior to ordering.
- Management shall solicit bids or quotes for all purchases of goods and services in accordance with Subarticle 8.11 of this Agreement.
- Purchase Orders, or some other method will be used to document authorized order quantities, prices and delivery dates for all purchases.
- Vendor price lists shall be maintained by Management, and updated as necessary to reflect vendor price changes.
- All purchases received shall be verified by counting or weighing as appropriate. Prices, quantities and specifications shall be compared with purchase orders or other document authorizing the purchases. Said purchase authorization shall be attached to corresponding invoices. All extensions and additions reflected on invoices shall be verified. Said verification procedures shall be evidenced by signature and date of the receiving clerk.

- All invoices processed for payment shall bear signature of management as authorization for payment, acknowledgement of budgeted items, accuracy and cost incurrence, approval of quantities, prices and specifications.
- All parts, supplies, and equipment shall be stored in secured locations, the keys to which shall be controlled and logged by the General Manager.
- The issuance of inventoried items shall be based on requisitions approved by the responsible supervisors of Management.
- Monthly physical inventories shall be taken under the supervision of Management and the Department shall be provided with an Inventory Report in accordance with Exhibit E, and Subarticle 4.07 of this Agreement. Said inventories shall include all storage locations. Inventories shall be costed under the supervision of management at the most recent invoiced cost.
- Perpetual inventory records shall be maintained. Perpetual records shall be updated each time supplies and materials are received and issued. Each day, prior to closing operations, all inventoried items controlled by perpetual inventory records shall be counted and compared to such records. Any discrepancies shall be investigated immediately. Variances must be explained in accordance with Subarticle 4.07 of this Agreement.
- Management shall maintain a current and up-to-date capital inventory listing. Management shall provide the Department for review and approval, operating procedures and appropriate controls in order to prevent pilferage, theft and disappearances or losses of property from inventory.

## **PAYROLL**

Management shall be required to maintain procedures and controls called for in their Procedures Manuals. Specific procedures and controls which shall be continuously maintained are summarized below:

- Time Cards shall be used to record hours worked for all hourly employees. Time clocks shall be used to record start and finish times for such employees, including start and finish for lunch periods. A log sheet shall be used for management employees.
- On a daily basis, supervisors shall calculate hours worked and note their initials in approval of time-clock posting for all employees under their supervision.



- Accounting personnel shall perform audits of time cards of various supervisors. Audit procedures shall include, but not necessarily be limited to:
  - Verification of computation of hours worked based on time-clock posting.
  - Verification of supervisory approvals.
  - Comparison of prescribed employee schedules with time cards to ensure that postings do not exist for employees off-duty.
- Supervisors shall provide management with an explanation in writing justifying any overtime hours worked by employees under their supervision.
- Personnel files shall be kept on premises and shall contain evidence of the following information:
  - Adherence to Federal Hiring Practices with regard to proof of legal status.
  - Management approval for hiring.
  - Management approval of classification and wage rate.
  - Employee designation of withholding status (W-4 Form).
  - Employee authorization for voluntary withholdings.
- All changes in employment status, including hirings, terminations, promotions, wage or salary changes, shall be documented on Personnel Action Forms and approved by management.
- Paychecks shall be distributed by an employee not involved in preparation or approval of Personnel Action Forms, and not involved in payroll input preparation or approval. All employees shall sign a staffing roster adjacent to their name and write their employee Airport I.DNumber in recognition of receipt of their paycheck.

### **GENERAL**

Management shall continuously apply the following procedures and controls for bank accounts and other areas:

- All unissued checks for all bank accounts shall be stored in a secured location. Checks shall be used in numerical sequence/ and said sequence shall be accounted for. Signing of blank checks shall be forbidden.

**EXHIBIT C**  
**(PAGE 5 OF 5)**

- All bank accounts shall be reconciled on a monthly basis by an employee independent of bank deposit preparation, check disbursements, and check signing, on an Imprest basis. Bank Reconciliations with documentation attached shall be delivered to the Department within five (5) working days thereafter.
- Responsibility of cash funds shall be vested in specific persons of authority, who shall be adequately bonded.
- Management shall maintain adequate insurance coverage, including Worker's Compensation Insurance, and any other type of insurance required.
- Access to all premises under management control shall be locked when not in use.

Management Company  
 MDAD/MA FUEL FACILITY  
 REVENUE MONTH

DATE:  
 SUBJECT:

	FEB 01	FEB 01-08	FEB 09-15	FEB 16-22	FEB 23-28	AR Other & Sump Fuel Bill	REPORT TOTALS	ADJUST-MENTS	ADJUSTED TOTAL	BUDGET M-1-D
HYDRANT TRUCK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FUEL FACIL S-T	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SALES- SUMP FUEL & AR OTHER							0.00	0.00	0.00	0.00
SUMP FUEL CREDIT							0.00	0.00	0.00	0.00
AR other/SF S-T						0.00	0.00	0.00	0.00	0.00
SALES-MIDFIELD									0.00	0.00
SALES-MIDFIELD/LIED									0.00	0.00
MIDFIELD S-T	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**EXHIBIT D**

**REVENUE SUMMARY**

**(See Article 3.03)**

**MANAGEMENT COMPANY**  
 MIAMI INTERNATIONAL AIRPORT  
 MOD0 FUEL FACILITY

**STATEMENT OF REVENUES AND EXPENSES FOR THE MONTH ENDING ---**

	CURR.MO. ACTUAL	CURR.MO. BUDGET	VARIANCE \$	VARIANCE %	SAVE MO. LSTYR-ACTL	YR-TO-DATE VARIANCE \$	YR-TO-DATE VARIANCE %	YR-TO-DATE ACTUAL	YR-TO-DATE BUDGET	VARIANCE \$	VARIANCE %	LSTYR-YTD ACTUAL	YTD COMP VAR.\$	YTD COMP VAR.-%
<b>REVENUES</b>														
SYSTEM FEES - HYDRANT (Rate \$ 0.02077)														
SYSTEM FEES - TRUCK (Rate \$ 0.015553)														
SLIMP FUEL - CREDIT														
MANAGEMENT FEES PAID														
GENERATED REVENUES - OTHER														
SLIMP FUEL - SOLD & INVOICED														
TOTAL REVENUES														
<b>EXPENSES</b>														
SALARIES, WAGES, PRNCE														
SALARIES & WAGES														
PRNCE														
SUB-TOTAL SAL., WAGES, PRNCE														
<b>DIRECT EXPENSES</b>														
RENT & UTILITIES - BLDG 3050 & CONE ROOM														
COMMUNICAT - TELEPHONE, RADIOS & INTERNET														
OFFICE SUPPLIES														
OTHER EQUIPMENT MINOR (705332)														
EQUIPMENT PURCHASE - FIXED ASSETS (710814)														
COMPUTER SUPPLIES & PURCHASES (760010)														
FUEL FACILITY SUPPLIES														
UNIFORMS & SAFETY EQPT.														
FACILITY VEHICLE SUPPLIES & MAINTENANCE														
EQUIPMENT RENTAL														
EMPLOYEE RELATED COSTS														
OUTSIDE SERVICES														
SECURITY SERVICES														
PRODUCT INSPECTION ANALYSIS (640306)														
FUEL FACILITY MAINT & REPAIR (705208)														
HYDRANT SYST MAINT & REPAIR (705110)														
EMERGENCY AUTO FUEL EXPENSE (20500)														
CATHODIC PROTECTION (705302)														
FIRE SYSTEM/OUTSIDE MAINT														
SUB-TOTAL DIRECT EXPENSES														
<b>INDIRECT EXPENSES</b>														
LICENSES AND PERMIT FEES														
INSURANCES														
AUDIT FEES														
PCW DISPOSAL & WATER TESTING														
ENVIRONMENTAL DISPOSAL )														
WELL MONITORING - Facility & Aside														
SPECIAL PRODUCTS														
OUTSIDE ENGINEERING SVCS (640300) HI Ross (CONST)														
SUB-TOTAL INDIRECT EXPENSES														
MANAGEMENT FEE														
TOTAL OPERATING EXPENSES														
NET OPERATING INCOME														
NON-OPERATING - DEBT SERVICE														
TOTAL EXPENSES														
NET INCOME (LOSS)														

## **Exhibit E**

# **PROCEDURES FOR REQUESTING CONSTRUCTION RELATED RECORDS FROM MDAD**

## **I. AUTHORITY**

- A. Florida Statute 119.071, Subsection (3), Paragraph (b), Inspection, Examination, and Duplication of Records; Exemptions, as amended.

## **II. CONSTRUCTION-RELATED RECORDS**

According to federal and state laws, construction related documents of governmental facilities are vulnerable to unlawful interference. In order to comply with the requirements of these laws, MDAD has created the following procedure to handle requests for copies of Aviation records that might be exempt from the public records laws.

- A. As Built, Existing, and New Construction-Related Records During Non-Bid Phases:
  - 1. A licensed Architect, Engineer, or Contractor under contract with MDAD must also sign a Confidentiality Affidavit stating that they are cognizant of the exempt status of the records they have been given access to and that they will be held responsible for maintaining that status.
  - 2. The documents will only be released to the individual executing the Confidentiality Affidavit.

## **III. CONTROL OF CONSTRUCTION-RELATED RECORDS**

- A.. In addition to the above requirements, the Contractor agrees to abide by all federal, state, and County procedures, as may be amended from time to time, by which the documents are handled, copied, and distributed which include but is not limited to:
  - 1. Each Subcontractor that will be involved in the project shall sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized.
  - 2. The Contractor and Subcontractors agree in writing that the project documents are to be kept and maintained in a secure manner.
  - 3. Each set of the project documents are to be numbered and the whereabouts of the documents shall be tracked at all times.
  - 4. A log is developed to track each set of documents logging in the date, time, and name of the individual(s) that work on or view the documents. The Contractor will submit on a monthly basis a copy of the tracking log to the Field Representative.
- B. The Contractor is advised that the sole authority as to the release, or disclosure, of any project related documents to any third party, other than a Subcontractor, supplier, materialmen, or reproduction company, rests with the Director of the

Miami Dade Aviation Department, or designee. The Contractor shall not release any contractual related documents to any third party that is not directly related to the project work, or does not have a need to know.

- C. As a condition of Final Acceptance, the Contractor will return all of the Contract Documents, including any copies made, and any copies that are in the possession of Subcontractors, suppliers and materialmen, to the Owner. Failure to return the Contractual Documents, and all copies, to the Owner will be reported to a Law Enforcement Investigating Authority. Furthermore, the Contractor shall not be allowed to participate in future Confidential solicitations until such time that the Contractor has taken corrective actions satisfactory to Miami Dade County. As an alternative, Owner will accept a signed and notarized affidavit in the form appended in Division 1, Section 01010, that all Contract Documents not otherwise returned have been shredded or incinerated.

#### IV. **REQUESTING SENSITIVE SECURITY INFORMATION (SSI) CONSTRUCTION-RELATED RECORDS**

Please refer to the respective MDAD Project Manager for all SSI Construction Related Records.



**CONFIDENTIALITY AFFIDAVIT**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

Before me, the undersigned authority appeared,  
Who stated:

1. This affidavit is for the Bid / Proposal Documents for:  
Project Name: \_\_\_\_\_ Project No.: \_\_\_\_\_
2. I am a licensed architect, engineer or contractor's qualifier, who may perform work on, or related to, the above identified project, and have the express authority to sign this affidavit and agree to all of the conditions stated herein,

\_\_\_\_\_  
*(Company Name of Bidder / Proposer)*

\_\_\_\_\_  
*(Address of the Company that is the Bidder / Proposer)*

3. By signing this affidavit, I am certifying that I understand that the records indicated in paragraph 1, above, may contain confidential and/or exempt information related to airport facilities, and I agree, and bind the above named company, to maintain the exempt and/or confidential status of that information in accordance with the Florida Statutes § 281.301, § 331.22, and § 119.071(3)(b), and the contract documents.

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Print Name of Signatory)*

The above instrument was sworn to and subscribed before me this \_\_\_\_\_  
day of 20\_\_\_\_\_,  
by \_\_\_\_\_

( ) who is personally known to me,  
( ) who has produced \_\_\_\_\_ as identification: and who ( ) did ( )  
did not take an oath.

\_\_\_\_\_  
*(Signature of Notary Public)*

\_\_\_\_\_  
*(Print, type or stamp name of Notary Public)*

*(NOTARY STAMP)*

Notary Commission Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

# **EXHIBIT F**

## **TENANT AIRPORT CONSTRUCTION – REIMBURSABLE (TAC-R) PROCEDURES**

**TENANT AIRPORT CONSTRUCTION REIMBURSABLE PROJECTS**

Miami Dade County  
Miami Dade Aviation Department  
Miami International Airport  
September 8, 2011

**Tenant Airport Construction Reimbursable Projects (TAC-R)  
Design and Construction Procedures****PURPOSE**

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

**Glossary of Terms**

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

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

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

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

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

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

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

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

### **Procedures for Design and Construction**

1. The design of the project will entail the Selection of an Architect/Engineer (A/E). The procedures for this activity are outlined in MDAD Procedures available through the TAC-R PM.
2. Upon selection, the A/E will be required to produce the following:
  - (a) A Planning Book in accordance with MDAD Procedures
  - (b) A Project Book in accordance to MDAD Procedures
  - (c) Design Documents in accordance with MDAD Procedures
  - (d) Design includes Contract Formation in accordance with MDAD Procedures.
3. Upon satisfactory completion of the design process, the project shall be bid and awarded for construction in accordance with MDAD Procedures
4. Satisfactory completion of the project is dependent on inspections consistent with MDAD Procedures for Substantial Completion and Beneficial Occupancy as outlined in MDAD Procedures
5. Upon satisfactory completion of item (4) above the project will be closed out accordance with MDAD Procedures
6. The Project Manager, shall be mindful of the fact that the above core MDAD Procedures with references to other Procedures together form the broad spectrum of management structures for the project.

**EXHIBIT G**

**REIMBURSABLE OPERATING  
EXPENSES**

**(See Article 5.01)**

**MIAMI-DADE COUNTY AVIATION DEPARTMENT  
RFP FOR FUEL FACILITIES MANAGEMENT AGREEMENT  
REIMBURSABLE OPERATING EXPENSES**

---

- All payroll-related expenses
- Health Insurance
- Life Insurance
- Worker's compensation
- Liability insurance
- Performance Bond
- Customs Bond
- Fidelity Bond
- Management Fee
- Payroll processing fees
- Employee physicals including alcohol and drug testing
- Employee fingerprinting
- Employee IDs (except when lost)
- Employee uniforms including safety shoes
- Employee training/materials
- Employee handbooks
- Equipment maintenance
- Employee parking
- Office supplies/equipment
- Communications (telephone, electronic pagers)
- Employment advertising
- Postage
- Safety gear/equipment
- Capital equipment
- Expenses incurred by Management in connection with MDAD-implemented programs, as provided for in Subarticle 8.02, "Revision of Operating Programs"
- Permits and Licenses
- Garbage and trash removal
- Maintenance and repair of facilities
- Cleaning of Facilities
- Expendable commodities and supplies including spill response supplies
- Any other costs determined by Management to be required for the operation and approved by the Department including emergency expenditures

**EXHIBIT H**

**REQUEST FOR REPLENISHMENT**

**(See Articles 5.06, 5.08, and 5.09)**





**EXHIBIT I**

**AIRPORT CUSTOMS SECURITY  
AREA BOND**

**(See Article 12.03)**

**EXHIBIT I**

**CODE OF FEDERAL REGULATIONS  
TITLE 19-CUSTOMS DUTIES  
CHAPTER I-UNITED STATES CUSTOMS  
SERVICE, DEPARTMENT OF THE  
TREASURY  
PART 113-CUSTOMS BONDS  
Current through October 1, 2002, 67 FR 61757**

Appendix A to Part 113-Airport Customs Security Area Bond

Airport Customs Security Area Bond

\_\_\_\_\_  
\_\_\_\_\_  
(name of principal)

of \_\_\_\_\_

and \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(name of surety)

of \_\_\_\_\_

are held and firmly bound unto the United States of America in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

WHEREAS, the principal (including the principal's employees, agents and contractors) desires access to Customs airports security areas located at \_\_\_\_\_ Airport during the period of one year beginning on

the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, both dates inclusive.

Now, Therefore, the Conditions of this Obligation is Such That –

The principal agrees to comply with the Customs Regulations application to Customs security areas at airports.

If the principal defaults on the conditions of this obligation, the principal and surety jointly and severally, agree to pay liquidated damages of \$1,000 for each default or such other amount as may be authorized by law or regulation

Signed, Sealed, and Delivered in the Presence of—

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Name

Address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Name

Address  
Principal (SEAL)

---

---

---

Name

Address

---

---

---

Name

Address

---

---

---

---

---

Name

Address

Surety (SEAL)

---

---

---

Name

Address

[53 FR 29230, Aug. 3, 1988, 54 FR 10536, March 14, 1989]

<General Materials (GM) – References,  
Annotations, or Tables>

19 CFR Pt. 113 App. A

19 C.F.R. Pt. 113 App. A

**END OF DOCUMENT**

**EXHIBIT J**

**NOT USED**

**EXHIBIT K**

**SURETY PERFORMANCE  
BOND**

**(See Article 12.01)**

## SURETY PERFORMANCE 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 Management of Aviation Fueling Facilities RFQ No. EVN0000425 (herein after 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 One Million Five Hundred Thousand Dollars (U.S. dollars) \$1,500,000, 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. 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 the time period provided in Section 95.11(3)(c), Florida Statutes; and
3. 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 the time period provided in Section 95.11(3)(c), Florida Statutes;

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

Surety specifically assumes liability for any and all delay damages arising from Principal's default of the Contract, as well as all latent defects uncovered in the work of the Principal after final acceptance of the work by the County.

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.

This Bond shall remain in full force and effect for such period or periods of time after the date of acceptance by the County of the Contract work as are provided for in the Contract by which Principal guarantees to repair or replace any or all work performed or materials and equipment furnished, which were not performed or furnished according to the terms of the Contract. 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; provided however, that this limitation does not apply to suits 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.

**SURETY PERFORMANCE 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 L**

## **Management Fee (Refer to Article 6 of Agreement)**



# **EXHIBIT M**

**Executed Affidavits and Certificates of Insurance  
(inserted for Successful Proposer)**



**NON-COLLUSION AFFIDAVIT**

*(In accordance with Sections 2-8.1.1 and 10-33.02.1 of the Code of Miami-Dade County)*

I, the undersigned, am over 18 years of age, have personal knowledge of the facts stated in the Non-Collusion Affidavit (*this Affidavit*) and I am an owner, officer, director, principal shareholder and/or otherwise authorized to bind the Bidder/Proposer of this solicitation.

A. I have reviewed the list of respondents attached to this Affidavit. I state that the Bidder/Proposer of this competitive solicitation (check one):

is not related to any of the other respondents submitting a Bid/Proposal in the competitive solicitation.

is related to the following respondents who submitted a Bid/Proposal in the competitive solicitation, which are identified and listed below:

[Empty rectangular box for listing related respondents]

B. I state that the Bidder/Proposer of this competitive solicitation:

1. has prepared this Bid/Proposal independently without consultation, communication, agreement or arrangement with any other Bidder/Proposer or competitor for the purpose of restricting competition;
2. has submitted the Bid/Proposal in its own behalf, and not in the interest or on behalf of any person not therein named;
3. has not, directly or indirectly, induced or solicited any other Bidder/Proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing;
4. has not in any manner sought by collusion to secure an advantage over any other Bidder/Proposer.

**Note:** Any person or entity that fails to submit this executed Affidavit shall be ineligible for contract award. In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. **Related parties** shall mean the Bidder/Proposer; the principals, corporate officers, and managers of a Bidder/Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Bidder/Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Bidder/Proposer for the same contract or in which a parent company or the principals thereof of one Bidder/Proposer have a direct or indirect ownership interest in another Bidder/Proposer for the same contract. Bid/Proposal found to be collusive shall be rejected. Bidder/Proposer who has been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

**Written Declaration:** Pursuant to §92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true, accurate, and complete.

Solicitation No.: EVN0000425      Solicitation Title: MANAGEMENT AND OPERATIONS OF IDENTIFIED MIAMI-DADE AVIATION DEPARTMENT'S FUELING SYSTEM FACILITIES

By: Robert L. Rose  
Signature of Affiant

Date: May 30 2024

Robert L. Rose      President  
Printed Name of Affiant and Title

210 - 1060784 Federal Employer  
Identification Number

Allied Aviation Fueling of Miami, Inc  
Printed Name of Bidder/Proposer  
4200 NW 36th Street - Bldg 5A PO Box 260847 Miami, FL 33126  
Address of Bidder/Proposer





### Contractor Due Diligence Affidavit

In accordance with Miami-Dade County (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 dollars (\$1,000,000) or that otherwise must be presented to the Board of County Commissioners for approval:

Allied Aviation Fueling of Miami, Inc.

- (1) 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;
- (2) 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,
- (3) 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.

All the above information shall be attached to the executed Contractor Diligence Affidavit (*this Affidavit*) and submitted to the procurement professional overseeing the acquisition process. The vendor/contractor attests to providing all the above information, as applicable, to the County.

**Written Declaration:** Pursuant to §92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it and the information provided (hereto) are true, accurate, and complete.

Signature of Authorized Representative (Principal): Robert L. Rose

Printed Name of Authorized Representative (Principal): Robert L. Rose

Title: President

Date: 3/12/24

Allied Aviation Fueling of Miami, Inc.



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.

Allied Aviation Fueling of Miami, Inc., 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, F.S.

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: Robert L. Rose

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

Signature of Bidder's/Proposer's Authorized Representative: Robert L. Rose

Date: 3/12/24

Allied Aviation Fueling of Miami, Inc.