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**By Email (Mary.Cagle@miamidade.gov) and UPS Overnight Delivery**

Mary T. Cagle, Inspector General  
Miami-Dade County Office of the Inspector General  
601 NW 1<sup>st</sup> Court  
South Tower, 22<sup>nd</sup> Floor  
Miami, Florida 33136

Re: JBT Response to OIG Draft Report – Ref: IG15-0027-I

Dear Ms. Cagle:

John Bean Technologies Corporation (“JBT”), which my firm represents, requests a meeting with you to discuss the above report (the “Report”). In any event, JBT asks that the Report be amended. As written, the Report relies on factual errors, draws negative inferences unsupported by evidence, fails to include material facts and disregards the merits of the baggage handling system operations and maintenance (“BHS O&M”) bids that are its subject. As a result, the Report reaches conclusions that are not supported. JBT asserts its right for this letter, and the attached exhibits, to be included with the Report when it is published so that the facts are of public record. JBT further asks that, should the OIG decide to make changes to the Report based on this response, that JBT be given an opportunity to address those changes in a further response.

Concerning the subject matter of the Report, JBT agrees with the Report’s statement that “[b]aggage handling systems are of utmost importance to the airlines.” Report at 41. This is true. These systems are critical not just to the airlines, but also to the airport and to the community the airport serves. JBT is proud of its exceptional body of work partnering with airport staff over the past 12 years to maintain and operate the baggage handling system at Miami International Airport (“MIA”). During that time, JBT has consistently done whatever was necessary and requested by officials at the airport to ensure that MIA continues to be an economic engine for Miami-Dade.

The quality of JBT’s work at MIA is undisputed, including by the Report, which does not identify a single service failure by JBT. The Report challenges the procurement process for the BHS O&M contract bid in 2012 and rebid in 2014, but does not articulate any example when JBT sought out or took any unfair advantage in that process. The Report leads with the fact that a technical consultant at the airport (Robert Binish of AvAirPros) sent a contract selection committee member (Miami Dade Aviation Department (“MDAD”) employee Debra Shore) an email that included proposed scoring for BHS O&M contract bids. The Report says Ms. Shore requested the scoring from Mr. Binish, the technical consultant. JBT had nothing to do with Ms.



Shore's request and the Report does not claim otherwise. Neither does the Report suggest that Mr. Binish's scoring was inaccurate. The Report does not identify any evidence that Ms. Shore shared Mr. Binish's scoring with others on the selection committee. Critically, while the Report states that the OIG spoke to every person on the selection committee, it does not identify any fact – from the selection committee or otherwise – to refute the conclusion that JBT's bid was technically equal to or better than every other bid. And the Report just ignores the irrefutable fact that JBT's bid was also \$12 million lower in price than the bid from Oxford Airport Technical Services ("Oxford"), which the Report suggests (without explanation) should have been accepted. In this regard, while the Report refers to JBT as the "preferred proposer," it does not identify any reason why JBT was preferred other than superior technical quality and lower price.

As discussed in detail below, the Report repeatedly relies on presumption and innuendo in place of fact and evidence. It suggests that procurement irregularities led to the BHS O&M contract being rebid in 2014 rather than being awarded to Oxford, but that is not the case. Oxford's bid was rejected when it came to light that Oxford had won the bid by proposing half the staff required to do the job. That understaffing was objected to by airport staff, the airlines and, yes, by JBT, publicly and transparently. The Report ignores that every person involved in the process (except Oxford) agreed that Oxford's bid was unfair to the other bidders and potentially disastrous for MIA. The Report is silent about how the inadequacy of Oxford's first bid was dramatically demonstrated when Oxford's bid price nearly doubled (***increasing by \$87 million***) after the RFP was changed to require minimum, and adequate, staffing by every bidder.

The fact is that, despite an extensive years-long investigation by the Miami-Dade State's Attorney's Office and the County Commission on Ethics & Public Trust, neither JBT nor anyone employed by JBT was charged with any ethics or legal violations concerning the subject procurement. JBT respects the procurement process. It has no quarrel with the OIG policing that process. However, there is simply no evidence that JBT engaged in any illegal conduct or that the process was actually corrupted in this case. To the contrary, the process worked as was intended: a low-ball bid that depended upon significant understaffing was rejected following a public objection process; the contract was rebid; and the technically strongest and most cost-effective bid was then accepted. The resulting work by JBT has been unimpeachable.

A full third of the Report has nothing to do with the procurement process, but instead criticizes the decision by airport staff to use an allowance in the BHS O&M contract to fund work by AvAirPros on a new inline baggage handling system. The Report characterizes this as a "suspect" pass-through arrangement and suggests it was JBT's idea. This was never the case. The decision to use the allowance for this work was MDAD's. The allowance was in the RFP and in the resulting BHS O&M contract. It would have been applied regardless of whether JBT or some other bidder had won the contract. Indeed, the same allowance was applied in the same manner to fund other subcontractors working on the new system, none of which the Report questions. The Report further mischaracterizes JBT's role with the new system as simply having the "pleasure" of passing along AvAirPros' invoices. That is not true. JBT contributed hundreds



of work hours to the project. Notably, the Report fails to identify any regulation or law broken by MDAD, JBT or AvAirPros concerning work on the new baggage handling system.

In the context of the actual facts, it makes no sense for JBT to be considered for debarment, for the BHS O&M contract to be terminated or for the county and airport to endure a new, expensive and complex bidding process. Neither would such a result comport with justice or due process. JBT further supports its position below.

## **I. Background**

Prior to the bids at issue in the Report, operation and maintenance of the BHS at MIA was handled under two contracts. The central and north terminals, other than outbound American Airlines flights, were handled by Oxford. The systems in those terminals were conventional in style, which required less manpower. JBT contracted to oversee BHS operations and maintenance for the remainder of the airport and had been doing so successfully since 2007. The JBT-served terminals used a different, more complex system that serviced more than two dozen different airlines and required more manpower to operate and maintain. This system moved between 15,000 and 18,000 bags each day, approximately 10% of which had to be handled manually somewhere in the system. The bids at issue in the Report responded to a solicitation for a contract that would unify the BHS operations and maintenance under a single contract with one provider for all terminals.

### **A. The First RFP: Disparate Bids Based on Failure to Include Minimum Staffing Requirements**

The first solicitation for proposals ("First RFP") for the BHS O&M contract was advertised on June 21, 2012. The First RFP lacked specificity in key respects, including by failing to include minimum staffing requirements. That led to disparate bids, one of which was from Oxford, which based its bid on staffing that was half the number then required to do the work and half of what the other two bidders proposed.

In fact, based on the selection committee's scoring on technical criterion, the Oxford bid was 10% lower than JBT's (a score of 304 for Oxford vs. 334 for JBT). The Report does not question the technical superiority of JBT's bid. Despite this fact, on May 3, 2013, the selection committee recommended that Oxford be awarded the contract. The basis for this recommendation was that Oxford's proposed price was extraordinarily low: 30% lower than either of the other two bids, including JBT's. It turns out that Oxford was able to offer this price because it proposed to operate and maintain the entire BHS system with just 46 employees, less than half the number then performing the work. These facts are set forth in the April 8, 2014 Notice of Contract Rejection Recommendation issued by the County Mayor. Notice of Contract Rejection, Exhibit A.



The Mayor's recommendation to reject Oxford's bid followed formal and public objections, including by JBT. To make its objection, JBT retained and followed the advice of senior lawyers who are experts in county procurement at the well-respected Miami-based law firm Holland & Knight. Scrupulously following procurement rules, they filed a formal written objection with MDAD on June 7, 2013, detailing that the County should find Oxford non-responsible because it could not perform its contractual obligations with the skeletal staffing it proposed. 6/7/2013 Objection, Exhibit B. The nine-page Holland & Knight letter details the factual and legal reasons why the Oxford contract would have been devastating to MIA, the airlines who depend upon it and the community it serves. Holland & Knight identifies the numerous "red flags" the Oxford proposal raised, including "[a] proposal \$40 million less than its competitors"; "[a]n admission that Oxford will provide services with 45 and 58 less employees than the other two bidders in the process respectively, and 48 less employees than those currently servicing the more limited existing contract"; and "[a] proposal that takes exceptions to the RFP requirements to allow more limited staffing and a lower performance standard than that required by the RFP." *Id.* at 7-8. On behalf of JBT, Holland & Knight filed the objection and openly served it on the MDAD, the Board of County Commissioners, and the County Attorney. *Id.* at 9.

On August 29, 2013, the Airline Management Council ("AMC") weighed in, too. The AMC was founded in 1960 and represents the interests of airlines – the BHS customers – at MIA. Its officers include representatives of the airlines themselves. In 2013, its President was Ashutosh Kaul of Lufthansa Airlines. Mr. Kaul wrote an email and letter to Ken Pyatt, the Deputy Director of MIA, expressing the AMC's concerns about Oxford's proposed staffing, which is attached as Exhibit 4 of the Report. It states: "Thanks for taking time to speak to us with regards to our concerns with the BHS contract. Please see attached our request." The AMC's request was for Mr. Pyatt and the airport to look more closely at the service implications of Oxford's proposal. As Mr. Kaul wrote: "Although the cost-savings proposed by Oxford seem tempting, your airline partners cannot possibly understand how Oxford can provide proper service without jeopardizing operational performance of the entire airport." *Id.* The AMC letter did not mention or lobby for JBT.

On April 8, 2014, the Notice of Contract Rejection Recommendation was issued noting that the County Mayor had recommended to reject all proposals. Notice of Contract Rejection, Exhibit A. The Mayor's notice stated that the rejection "will level the playing field among all competitors and assuage user airline concerns regarding minimum staffing levels ...." *Id.* at 1. As the notice explained, "[b]aggage handling systems are critical infrastructure for all airlines." *Id.* Furthermore, "[o]peration of these systems requires near-constant manpower to manually code misdelivered bags, clear bag jams and assist the Transportation Security Administration (TSA)." The Mayor's notice also observed that while the initial solicitation for bids did not specify staffing levels, 92 individuals were then employed to complete the necessary work. *Id.* at 2. The Mayor's notice stated that the letter from the AMC expressed concern that "the staffing levels proffered by Oxford are insufficient to guarantee reliable operation of the BHS." *Id.* at 3. The Mayor acknowledged that JBT, the incumbent provider for the automated portion of the





BHS system at MIA, worked with the AMC – as the Report points out – but stated that MDAD “believes these concerns are reasonable given historic staffing for the O&M [that is, operations and maintenance] of these systems.” *Id.* The Mayor’s recommendation was to hold a rebid that required comparable staffing requirements across all bids and then to select “the firm offering the lowest-price that is responsive to the priority requirements.” *Id.* This was done.

### **B. The Second RFP: The Playing Field Levels**

The new RFP (“Second RFP”) was advertised on October 2, 2014. It included an addendum that required all bids to include at least 87 employees, specifying the number required to be employed in different categories and listing the required “Responsible Wage Rate” for non-management employees. Appendix B-1, Addendum No. 4, RFP No. MDAD-11-14, Exhibit C. The addendum further required all bidders to include a \$30 million allowance for TSA-funded projects. *Id.*

On April 24, 2015, MDAD sent a Notice of Award Recommendation for JBT to be awarded the BHS O&M contract. Notice of Award, Exhibit D. The Memorandum from the Mayor that accompanied that Notice showed that JBT scored 22% higher than Oxford in terms of technical criterion (a score of 366 for JBT vs. 286 for Oxford). *Id.* at 2. But now, required to staff comparably to its competitors, Oxford’s bid had nearly doubled in price (from \$89 million to \$176 million) and was nearly \$12 million higher in price than JBT’s bid. *Id.* The increase in Oxford’s bid was consistent with the fact that Oxford was required by the Second RFP to nearly double its staff to levels comparable to other bidders and as required to perform the work satisfactorily.

### **C. MDAD Asks JBT to Retain AvAirPros for TSA Funded Work**

As noted above, the RFP for the BHS O&M contract that JBT won provided for \$30 million as an allowance for TSA-funded projects. The RFP specifically included a 10% markup for work done by third parties but funded through the BHS O&M contract utilizing this or other special contract allowances. Appendix B-1, Addendum No. 4, RFP No. MDAD-11-14, Exhibit C. That allowance and the 10% mark-up was part of every bidder’s proposal and was a term of the final contract. This would have been the case regardless of which bidder was selected.

During 2015, there was a TSA-funded project being worked on at the airport. The Report describes this project in part at footnote 26 on page 31. It involved the construction of a new in-line baggage handling system (the “Inline BHS Project”) that would allow TSA to do its work with fewer salaried employees. The engineering firm Burns McDonnell was hired to provide consulting and design work for the project. There can be no dispute that the Inline BHS Project was TSA-funded work. A July 2015 status report on TSA letterhead explains this. *See* 7/2015 TSA Monthly Status Report, Exhibit E. According to the TSA document, TSA was investing over \$101 million in the project. *Id.* at 3.



During 2015, meetings for the Inline BHS Project occurred at least bi-weekly and included senior MDAD staff, including Ken Pyatt, Ricardo Solorzano and their top deputies. JBT also attended. Representatives from TSA called into the meetings. 6/2/2015 ILDT Meeting Notes, Exhibit F. As a technical BHS expert contracted pursuant to an MDAD agreement to represent and advise the airlines, Mr. Binish of AvAirPros also attended the regular meetings about the Inline BHS Project. *Id.*

At the time of the award of the BHS O&M contract, it was known by MDAD and recorded in public meeting notes that the contract would “be used as the vehicle for JBT to undertake enabling works task(s), as necessary, [related to the Inline BHS Project] such as relocation of the baggage make-up devices from the footprint of the proposed new CBIS building.” *Id.* at 3. This was not decided or suggested by JBT, AvAirPros or any other contractor. It was decided by MDAD based on its exercise of administrative discretion concerning how the airport could best allocate resources to fulfill its mission. This work was not included in the base services required by the BHS O&M contract, which concerned existing baggage handling systems. Section 2.01 of Operator Agreement, Exhibit G. However, the BHS O&M contract did require that JBT perform work outside the base services, funded from the allowance accounts, at the direction of MDAD. *Id.* Neither was the use of the TSA-funded project allowance in the contract specific or limited to AvAirPros. At MDAD’s request, other subcontractors, such as Vic Thompson Company and Daifuku Webb, provided services relating to the Inline BHS Project in the same manner as AvAirPros, including invoicing through JBT using the TSA-funded project allowance and the 10% mark-up allowed to JBT. This was the usual course. It was well known and public.

On September 25, 2015, there was a meeting about the Inline BHS Project that included JBT and Richard Solorzano, who was the construction manager for MDAD. JBT’s Regional Manager, Gilbert Lopez, attended. At the meeting, Mr. Solorzano asked if JBT could provide project management services, reviewing the work of the engineering firm Burns McDonnell and advising MDAD. Mr. Lopez explained that JBT lacked the manpower or expertise to do this. Mr. Solorzano then asked Mr. Binish if he would provide this service. As explained to JBT, this was outside AvAirPros’ existing contract and so Mr. Solorzano asked JBT if JBT would pay AvAirPros for this work utilizing the TSA-funded project allowance in the BHS O&M contract. As noted, the project was TSA-funded to the amount of \$101 million and JBT understood that TSA would fund this portion, too.

Although the Report includes only a later request for authorization dated in January 2016, *see* Report, Exhibit 9, just three days after the September 25 meeting, on September 28, 2015, Mr. Lopez wrote a request for authorization to Mr. Solorzano detailing the arrangement requested by Mr. Solorzano and breaking out the proposed payments to fund the work. This work order explicitly included what AvAirPros would be paid; an amount to cover administrative expenses that JBT was incurring; and the 10% “contractual overhead/profit” provided for in the BHS O&M contract where work not foreseen or designed at the time of the contract. 9/28/2015 ILDT-JBT Request for Authorization, Exhibit H. On October 21, 2015, this



request was countersigned by Pedro Hernandez, Mr. Solorzano's Assistant Director, and JBT was authorized to proceed. *Id.* This document was updated a few months later, on January 1, 2016, in the exhibit attached to the Report, this time signed by the MDAD Construction Manager, Mr. Solorzano, himself.

MDAD's request that JBT perform this work was consistent with the BHS O&M contract terms. Specifically, the contract provided that: "Certain portions of work which may be required to be performed by [JBT] under this Contract are either unforeseeable or have not yet been designed, and the value of such work, if any, is included in the Contract as a specific line item. County may, at its sole discretion, utilize the Allowance Accounts, either dedicated or general, to pay for additional or extra work." Section 4.01 of Operator Agreement, Exhibit G. Critically, the provision placed in MDAD's "sole discretion" the use and application of the allowance. For this allowance work, JBT was "entitled up to a maximum of ten percent (10%) of the direct costs associated with the Services performed under the General Allowance Account, such amount being full compensation to [JBT] for all indirect costs, mark-up and profit." *Id.*

Thereafter, acting on the signed requests for authorization the airport provided, AvAirPros billed JBT, JBT paid AvAirPros, and JBT then invoiced MDAD consistent with the agreed-upon amounts documented in this correspondence. By July 2016, however, MDAD had not reimbursed JBT for these amounts, including what was adding up to over \$100,000 that JBT advanced to AvAirPros. This was openly discussed between MDAD Deputy Director Ken Pyatt, JBT and AvAirPros, after which, at Mr. Pyatt's request, additional detail about the work, including supporting time sheets and receipts, were provided to Mr. Solarzano. 7/1/2016 Correspondence, Exhibit I. Periodically throughout this time, AvAirPros copied JBT on correspondence between it and Michael Wesche, Chairman of the Miami Airport Affairs Committee ("MAAC"), detailing the project management services it was providing for the Inline BHS Project and explicitly stating that the work was being funded in part "through the JBT Aerotech Operations & Maintenance agreement for specific services relating to the Enabling Works." *E.g.* 8/16/16 Correspondence, Exhibit J. These agreements were, based on documents sent to JBT, approved by the MAAC and by Ken Pyatt of MDAD. The documentation of AvAirPros' time and expenses requested by MDAD over time were provided by JBT to MDAD and then to investigators preparing the Report.

From its perspective, JBT was complying with its contractual obligations and the instructions of the contract owner when it acceded to the airport's requests to use the TSA-funded project allowance to fund AvAirPros' work on the Inline BHS Project. This was openly discussed, was transparent and was well-documented with leadership across MIA. The authorizations to proceed that MDAD signed and provided to JBT constituted work orders consistent with the BHS O&M contract, which defined "Work Order" as: "A written order, authorized by the Director, directing the Operator to perform work under a specific Allowance Account ...." Operator Agreement at 15, Exhibit G. The contract further defines "Director" as an "authorized representative(s)" within "Miami-Dade Aviation Department ...." *Id.* at 14. That MDAD decided to later issue another work order in March 2017 that referred back to the same



work does not change the validity or fact of the prior work orders. *See* Report, Exhibit 13. The March 2017 work order is very clear, however, in its description of the “justification” for the work. That is: “COUNTY REQUESTED CHANGES. Owner’s request.” *Id.*

Consistent with the terms of the work orders it received, JBT invested significant administrative and accounting work toward the Inline BHS Project, dedicating a staff person to this purpose. In addition, JBT itself did extensive additional work for the Inline BHS Project, for which it appropriately was compensated through the 10% markup. JBT was involved with capacity surveys that required JBT to gather and provide data baggage numbers, *i.e.* typical bags per person. JBT was also responsible for coordination of relocation of the airlines during the overhaul of several baggage carousels. JBT provided input on control room design, provided comments to the Bag Hygiene Policy, attended a site walk with TSA, discussed curbside input requirements, and coordinated TSA travel plans. JBT also provided escort services, as its employees were permitted access to the necessary locations in the airport, for both Burns McDonnell and another contractor working on the Inline BHS Project, BNP. In addition, JBT managers spent hundreds of hours at meetings about the Inline BHS Project, including bi-weekly ILDT meetings and weekly BHS workshop meetings. JBT was regularly assigned tasks related to the project during these meetings. As noted above, JBT managers devoted significant time – often 20-30 hours a week – to the project. The company’s only compensation for this additional work, which was above and beyond operation and maintenance of the existing BHS systems, consisted of the 10% mark-up of amounts billed through the TSA-funded allowance in the contract.

## **II. Additional Response to OIG Report**

The Report paints a starkly different and darker picture than either the facts or law support. The Report identifies specific instances, mostly involving MDAD employee Debra Shore, that demonstrate alleged violations of the Cone of Silence rules that govern county procurement. However, the Report does not identify evidence to support the conclusion that JBT initiated or took advantage of any of these violations, let alone that any violations corrupted the procurement process for the BHS O&M contract. The Report in no way challenges the validity of JBT’s bids for the BHS O&M contract; the accuracy or methodology JBT utilized to object to the Oxford bid that would have devastated baggage handling service at the airport; or the quality and integrity of JBT’s work at MIA. JBT below specifically responds to the material allegations the Report makes against it.

### **A. The Allegations do not Support a Finding of Cone of Silence Violations by JBT**

The only alleged legal violations identified in the Report concern Cone of Silence violations, but the Report fails to identify any evidence that JBT violated those rules. After the First RFP and Second RFP were advertised, a mandatory Cone of Silence was put into place pursuant to Miami-Dade County’s Conflict of Interest and Code of Ethics Ordinance. Section 2-





11.1(t). The purpose of a Cone of Silence is to “protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award.” Miami-Dade County Administrative Order 3-27. The Cone of Silence only applies to communications regarding an advertised RFP, however; it does not prohibit all communications among relevant individuals. *Id.* Moreover, the Cone of Silence ordinance and administrative order specifically allow for some communications regarding a pending RFP. The ordinance allows for communications between: “a potential vendor, service provider or bidder and employees of the...department identified in the solicitation document as the issuing department” and “communications in writing at any time with any County employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP.” Section 2-11.1(t)(1)(a)(viii); Miami-Dade County Administrative Order 3-27.

As the Report acknowledges, during both RFPs for the BHS O&M contract, Ms. Shore was “placed in charge of the two incumbent BHS O&M contracts.” Report at 8. Thus, Ms. Shore was responsible for overseeing performance of the incumbent contracts at the same time she was responsible for awarding a new contract for the same services. Such an arrangement is not inappropriate. To the contrary, it allows an individual with knowledge of the requirements of a contract, and the proposers, to be involved in the decision-making process. This also means that a person involved in the selection committee (Ms. Shore) logically has daily communications with the incumbent service providers about non-procurement matters having to do with contract performance. This is true even when those providers, like JBT, are also proposers for the new contract. The Report ignores this fact and, without identifying any evidence to corroborate its speculation, just assumes that communications between JBT and Ms. Shore during the Cone of Silence necessarily involved procurement matters. This is an unfair and inaccurate assumption, as discussed further below.

The Report does not even accurately identify the dates when the Cone of Silence was in place. Thus, it identifies May 6, 2014 as the date when the Cone of Silence ended for the First RFP. Report at 14. However, the Cone of Silence terminates “when the County Manager issues a written recommendation to the Board of County Commissioners”; it is reinstated if the “Board of County Commissioners refer the County Manager’s recommendation back for further review.” Miami-Dade County Administrative Order 3-27. Here, the Cone of Silence for the First RFP lifted when the Mayor first made a written recommendation to the Board of County Commissioners to reject all the bids, which occurred more than a month earlier than the date in the Report, on April 8, 2014. *See Exhibit A.* While a committee of the Board of County Commissioners took the issue up on April 9, the Mayor’s recommendation had still been presented to the Board of County Commissioners in writing. Moreover, while the committee changed the recommendation, there is no indication that the committee returned the recommendation to the Mayor at that time. Thus, while the Report identifies an April 11, 2014 AvAirPros email opining that Oxford could not perform the contract with its proposal of 46 employees as a Cone of Silence violation, the period had actually ended at that point. *See Report at 14.* While JBT is not alleged to have been involved in AvAirPros voicing its opinion on April



11, the inaccuracy of the Report on these basic factual and legal points is consistent with the Report's statements about JBT, too.

For JBT, the Report consistently suggests Cone of Silence violations where no evidence of violation exists.

### **1. Communications between Ms. Shore and JBT**

The Report claims the OIG discovered a "cache of emails between proposer JBT and Ms. Shore." Report at 15. The Report says nothing about the contents of most of these emails. Instead it relies on a presumption of impropriety, while never acknowledging the obvious: that is, that Ms. Shore was managing JBT's work under the existing contract on a daily basis, requiring regular, necessary and proper email communication between her and JBT managers.

The same is true about telephone communications. The Report lists multiple phone calls between Ms. Shore and others, including JBT manager Gilbert Lopez, speculating without any evidence of the contents of the calls, that these communications improperly concerned the procurement process. *See* Report at 24-26. In fact, Mr. Lopez and Ms. Shore spoke nearly every day about the operations of the incumbent contract, both before, during and after the procurement process. The Report does not state that such daily communication would have violated the Cone of Silence. It could not, since this would have meant shutting down the management of the incumbent contract during the procurement. Instead, the Report chooses and charts only communications during the procurement process and suggests without support that those communications must have involved the pending RFPs. The absence of supporting evidence is telling in the context of this massive investigation, in which every person who remotely touched the procurement process, including participants in the underlying calls, were interviewed and thousands of documents were reviewed. *See id.* at 10-12.

Regarding the two specific emails the Report identifies that involve JBT, the first relates to a reference Ms. Shore provided for JBT to Orlando Airport. *Id.* at 15. The OIG implies that Ms. Shore should have declined to provide the reference, stating she did so "[i]nstead of declining due to her service on the Selection and Negotiation Committees." *Id.* However, the Report does not cite any procurement or ethical rule that prevented Ms. Shore from providing a reference to a different airport based upon her prior and ongoing work managing JBT. MDAD itself relied upon references from other airports when evaluating proposers during the First RFP. *Id.* at 17. In lieu of identifying anything improper in what Ms. Shore stated in her recommendation, the Report suggests that there was a Cone of Silence violation because within an email chain about Ms. Shore's recommendation in the Orlando procurement, there is a statement by one JBT employee to another JBT employee: "Now if they would just re-award our contract." *Id.* at 15. Though a later email in the chain is then forwarded to Ms. Shore, the subject comment was not made to her and was not made in the context of the MIA procurement. This is no basis for a Cone of Silence violation in Miami based on this email.



The OIG also refers to an email from Mr. Lopez to Ms. Shore whereby he “touts the services of JBT and disparages the services of Oxford.” Report at 16, citing to Exhibit 3. Again, the Report suggests that this email involved the procurement process when it did not. Rather, a reading of the email demonstrates that it concerned an operational issue that arose on the day of the email. Thus, the first email in the chain is from a JBT employee to Jose Almeida, a JBT manager, on August 24, 2013 about a “problem [that] started around 8:30am today,” stating that “[i]t is 10:15 and nobody working on it yet.” Report, Exhibit 3. The issue had to do with a baggage carousel that had broken down in the part of the airport that Oxford managed. The email states that “JBT rose to the challenge and redirected the Cuba flights to the pier.” *Id.* This email was sent to Mr. Lopez, who forwarded the chain to Ms. Shore indicating that Jose would provide follow up and asking a question about documentation for the carousel. Ms. Shore responded by asking “when was this fixed” and Mr. Lopez responded, “at or around 11am.” *Id.* They then discussed the time the repair took and Mr. Lopez referred Ms. Shore to MDAD reports. Ms. Shore ended the chain by saying she was not going to do anything further. *Id.* This email constitutes a typical report by JBT to its manager at the airport about what it was doing that day, so that she would understand the status of the systems she oversaw. In her capacity managing the BHS systems, Ms. Shore needed to know about the matters reported and the Report does not suggest otherwise. The Report includes with the email chain photos that appear to be of the broken carousel, though none of the emails in the chain refer to attachments. At no point in the chain is the pending RFP discussed. Moreover, though Mr. Lopez and Mr. Almeida were both interviewed extensively as part of the investigation, neither were asked even a single question about this email chain. This is yet another example in which the Report chooses to rely on innuendo rather than evidence – even when there was ample opportunity to obtain the evidence just by asking.

## 2. AMC Letter

The Report cites an August 29, 2013 letter from the AMC sent to the Deputy Director of Aviation, Ken Pyatt, as a “transgression[] and impropriety[.]” Report at 14, 16-17. Specifically, the OIG states that Mr. Lopez asked the AMC to intervene in the pending RFP, which the AMC did by submitting a letter voicing its concerns about the staffing levels for the contract that Oxford was proposing. *Id.* at 16. The AMC letter does not mention JBT once. It does not lobby for JBT in any way. Instead, it asks in conclusion that: “On behalf of the airlines I would kindly request you to look into the awarded contract and do all that is possible to ensure that the current service level standards are met and or are improved upon.” Report, Exhibit 4. There is no evidence in the Report that the letter did not reflect the sincerely held beliefs and concerns of the AMC. In ultimately requiring the contract to be rebid with consistent staffing levels across bidders, the Mayor cited this letter, which was formally filed, and he noted JBT’s involvement with the AMC when he did so. None of this violated the Cone of Silence, which is true even if Mr. Lopez encouraged the AMC to speak its mind.

The Cone of Silence Administrative Order explicitly permits “communications in writing at any time with any County employee, official or member of the Board of County



Commissioners unless specifically prohibited by the applicable RFP.” Miami-Dade County Administrative Order 3-27. In this case, the RFP did not prohibit written communications such as the AMC letter. Thus, the AMC letter itself was not a Cone of Silence violation. The transmitting email for the AMC letter refers to a discussion between Mr. Pyatt and Mr. Kaul, the AMC President. The Report suggests that such a discussion was a lobbying violation because the AMC was not a registered lobbyist. Report at 16. Notably, however, the Report provides absolutely no detail about that meeting or what was said in it. This is true even though the Report states that sworn testimony was taken from the meeting participants, Mr. Kaul and Mr. Pyatt. *See id.* at 11. No claim of any lobbying violation was brought or is recommended by the Report against the AMC based on that meeting. In any event, JBT is not alleged in the Report to have participated in any way in the meeting. JBT notes that during the period when the AMC letter was sent, JBT was working in consultation with Holland & Knight and following that firm’s advice concerning objections to the award of the contract to Oxford based on Oxford’s significantly understaffed proposal.

### **3. Communications that do not Involve JBT**

The Report repeatedly cites to communications that do not involve JBT as a basis for seeking to impose some sanction on JBT, implying that because Ms. Shore or Mr. Binish thought JBT’s proposal was preferred to Oxford’s, that JBT is responsible for any Cone of Silence or other violations by them. There is no factual or legal basis for such vicarious liability.

In this regard, the Report cites to two communications from Mr. Binish to Ms. Shore: the first is a November 2014 letter; the second is an email that includes a “how to vote” matrix. The Report suggests that these communications were either Cone of Silence violations or an inappropriate attempt to steer the RFP away from Oxford to JBT. *See* Report at 17, 21-22. While the Report identifies no evidence linking JBT to either communication (other than the fact that the communications are about JBT), neither communication suggests any wrongdoing by JBT.

AvAirPros was hired by MDAD to provide consulting services. The scope of work of the agreement between AvAirPros and MDAD provides that AvAirPros “will provide a single point of contact for the Miami-Dade Aviation Department (“MDAD”) as it relates to coordination of issues with the Miami Airport Affairs Committee (“MAAC”) on matters with broad implications to airlines related to financial, technical, operations, and airport affairs.” AvAirPros Contract, Exhibit K at Section 3.01. AvAirPros was required to “establish and maintain effective lines of communication between MAAC, MDAD, MDAD consultant, and other County departments” and “[e]stablish processes to encourage MDAD and the MAAC to work together to identify and resolve areas of potential disagreement.” *Id.* Thus, Mr. Binish and AvAirPros were hired for the very purpose of providing their expertise and communicating with MDAD regarding technical and operational airport affairs. Moreover, Mr. Binish is an expert in the field of baggage handling systems and the MDAD hired him for this expertise.





With this scope of services in mind, it is not surprising that Mr. Binish provided his opinion in November 2013 about Oxford's ability to perform the contract. Report, Exhibit 5. Moreover, that email was sent to the County Attorney (David Murry) and the Contracting Officer (Pete Betancourt). Communications by Mr. Binish with these individuals are excluded from the Cone of Silence. Miami-Dade County Administrative Order 3-27. Moreover, Mr. Binish was a member of professional staff at the airport as a result of AvAirPros' consulting agreement. He therefore was not precluded from communicating with these individuals about his opinions. The Report itself acknowledges that the Binish letter "was widely circulated around MDAD." Report at 17. It does not allege that it went to any prohibited individuals or that it lacked transparency.

Regarding the draft scoring matrix, the Report does not identify any way in which Mr. Binish's analysis of the proposals influenced JBT's selection. The fact that the proposed scores were similar to what the selection committee ultimately found just confirms that Mr. Binish's assessment of the proposals was accurate – as was the committee's. Neither is there evidence the matrix was shared with decision-makers other than Ms. Shore, who requested it. To the contrary, the Report cites Ms. Shore's sworn testimony that she never shared it. Report at 28. In this regard, the Report states that every member of the selection committee was interviewed. *Id.* at 11. Apparently, none of them stated that they ever saw Mr. Binish's matrix. The Report takes issue with the fact that Mr. Binish charged MDAD for his time to write the letter and to analyze the proposals. *Id.* at 17 n.11. But this is not surprising either, since Mr. Binish was doing the work he was hired by MDAD to do, that is, to act as a technical consultant.

In any event, whether or not Ms. Shore and Mr. Binish were properly communicating with each other, there is no evidence JBT motivated or suggested any of those communications or that JBT was involved with them at all. Instead, concerning the scoring matrix, the Report states that Ms. Shore called Mr. Lopez to her office, berated him by saying that JBT should have had an even stronger score on the merits, and then suggested that Mr. Lopez share the matrix. Report at 27-28. According to the Report, Mr. Lopez responded to Ms. Shore: "I do not feel comfortable sharing that, I am not going to do that, I am not going to share those results with anybody." *Id.* at 28. Mr. Lopez then took the matrix back to his office and shredded it. *Id.* There is no evidence that he did ever share anything about the matrix with anybody or that JBT ever utilized any of the information in the matrix in any way in the procurement process. At worst, the Report is left with the suggestion that Mr. Lopez should have reported Ms. Shore as having breached the Cone of Silence instead of what he did, which was to refuse her request to share the information, shred the document she gave him and then not mention it again until he testified fully and frankly about it when asked by investigators. Mr. Lopez's transparency with investigators is a contrast from Ms. Shore, who denied the meeting until confronted with Mr. Lopez's truthful testimony. *See id.* at 27-28.



## **B. Government-in-the-Sunshine Law Allegations**

The Report also states that there was a potential Sunshine Law violation because of what it characterizes as a “secret” text between Mr. Lopez and Ms. Shore from August 16, 2013. Report at 14-15. The Report does not explain why that text is considered any more “secret” than any other text that Ms. Shore and Mr. Lopez exchanged nearly daily as she oversaw JBT’s then-existing work at the airport. Neither could it do so. There is nothing but evidence of a text being sent, albeit during a public meeting. There is no evidence – and the Report cites to none – that supports the Report’s supposition that the text concerned the procurement or that it had any impact whatsoever on the procurement. Neither is there any evidence the text constituted a violation of the Sunshine Law – and certainly not a violation by JBT.

Florida’s Sunshine Law requires that, “All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision, except as otherwise provided in the Constitution, including meetings with or attended by any person elected to such board or commission, but who has not yet taken office, at which official acts are to be taken are declared to be public meetings open to the public at all times.” Florida Statutes Section 286.011. The Report claims that any communication about the meeting via text was not public, but there is no evidence that the text was about the meeting. Moreover, any violation of the Sunshine Law would not be a violation by JBT, but by Ms. Shore. *Id.* (providing that violations are by a “pubic officer” or “any person who is a member of a board or commission or of any state agency or authority of any county, municipal corporation, or political subdivision”).

The Report acknowledges that the text – whatever it said – did not violate the Cone of Silence rules; instead it stretches to suggest the text “violated the legislative intent behind the Cone of Silence.” Report at 15 n.5. Even this conjecture is unsupported given that there is no evidence the text concerned the procurement process rather than operational matters about which Mr. Lopez and Ms. Shore communicated regularly and by necessity. It is noteworthy in this regard that Mr. Lopez gave extensive testimony under oath in the investigation, but investigators from the OIG never asked him about the contents of this “secret” text message.

## **C. The Report Relies on Dark Interpretations of Everyday Conduct**

The Report relies throughout on unsupported conclusions and logical leaps. For example, while JBT and Ms. Shore would have been expected, and in fact required, to communicate regularly about the incumbent contract operations, the Report infers that any and all communications between them are evidence of “improprieties.” Typical is the chart that includes a handful of one- and two-minute phone calls between Ms. Shore and Mr. Lopez between January 26 and 30, 2015 and between February 11 and 12, 2015. Report at 24-25. The Report acknowledges that “for a Cone of Silence violation to have taken place, the content of the communication needs to be related to the subject procurement.” *Id.* at 25. Regardless, without identifying any evidence of improper content concerning any of the charted calls involving JBT,



and without acknowledging the operational necessity that Ms. Shore and Mr. Lopez communicate about ongoing work, the Report suggests that the fact of these calls give rise to “appearances of impropriety.” *Id.*

Similarly, while it seems clear that Ms. Shore and Mr. Binish had strong opinions about JBT and Oxford’s respective proposals, and that each preferred JBT, there is nothing improper about this, as the Report would have it. To the contrary, Ms. Shore and Mr. Binish were each in her or his own way paid to apply their expertise to develop those opinions on behalf of MDAD. The Report nowhere suggests any evidence that either Ms. Shore, Mr. Binish, the AMC, the other MDAD administrators or anybody else involved with the procurement was improperly motivated when they concluded: first, that Oxford could not perform the contract with half the staff of every other bidder; or, second, that JBT’s second round bid was not only \$12 million less expensive than Oxford’s but was also technically superior. The Report nonetheless attempts to draw nefarious motives from Ms. Shore and Mr. Binish’s preferences, even while it carefully avoids overt criticism of the decision to reject the first Oxford bid and rebid the contract. *See* Report at 13. This attempt to darken otherwise normal conduct – conduct that, in fact, spared MIA a contract that would have significantly undermined its BHS system – is pervasive throughout the Report.

A powerful example is the Report’s emphasis on a “cruise” sponsored by the AMC and attended by JBT managers and Ms. Shore, among others in October 2013. *See* Report at 18. The Report suggests that this “cruise” constituted improper “fraternization,” though it cites to no ethical rule or law to support this position. The Report refers to the event as the “JBT-AMC Cruise,” *id.*, even though the agenda attached as an exhibit demonstrates that it was titled the “Miami AMC Out of Country Workshop.” *See* Report, Exhibit 6. Not mentioned in the Report is that the workshop, which on this occasion took place on a cruise ship but which has been sponsored by the AMC at various venues over the years, is an annual event. JBT did sponsor the opening reception and it co-sponsored one lunch with other MIA vendors Eulen, Swissport, Triangle and Serviceair. *See id.* Other receptions or meals were sponsored by the MAAC or by Swissport alone. Attendees included multiple MDAD employees (not just Ms. Shore), employees of JA Airport Services, Swissport, Eulen, Serviceair, Triangle, United Airlines, Smart Carte and AvAirPros. Oxford and other companies who had a presence at MIA would also have been invited to attend. As the Report notes, there was nothing secret about the workshop and, as the Report concedes, “[w]hat is clear is that MDAD management did not prohibit or dissuade Ms. Shore [] from participating. In fact, Ms. Shore’s supervisor was well aware of her participation.” Report at 18.

The workshop had to do with ongoing operations and had nothing to do with the BHS O&M procurement. Neither does the Report suggest any evidence – despite all of the testimony taken in the investigation – that the procurement was discussed at all, by anyone at the workshop. To the contrary, the Report concedes that multiple witnesses testified the procurement was not discussed. *Id.* (“several witnesses testified that the procurement was not discussed during this event”). Without evidentiary basis, the Report simply chooses to discard that testimony in favor



of its own dark interpretations. Notably, at the time of the workshop in October 2013, the procurement was in the hands of the Mayor – the selection committee having made its decision in May 2013 and objections having been filed by JBT and others throughout June to August 2013.

Another example of the Report’s reliance on innuendo concerning everyday events is its reference to the fact that the March 2017 Work Order for the Inline BHS Project, Exhibit 13 to the Report, refers to JBT providing “escort,” among other services. The Report puts “escort services” in quotation marks to suggest it is a euphemism for something improper. Report at 32. It is not. As the OIG must know, “escort services” in this context refers to the fact that a security protocol designed to prevent terrorism and theft requires that no one who has not been thoroughly vetted and given a security badge is allowed near the baggage handling area. When it is necessary for a subcontractor’s unbadged employees to nonetheless be given access to these areas, those unbadged employees must be escorted by a badged person 100% of the time. That is what “escort” refers to here. It is troubling that in this, and other examples discussed below, the Report utilizes omission and tone to imply impropriety where there is none.

Ultimately, the Report insinuates that the Second RFP, announced in June 2014, was somehow improperly tilted toward JBT and should have gone to Oxford. However, as noted, the Report (a) does not identify any error in the technical scoring of the bids that demonstrated the superiority of JBT’s bid; and (b) never acknowledges the fact that JBT’s bid was \$12 million less than Oxford’s once Oxford was required to include funding for minimum staffing numbers. The Report criticizes Ms. Shore’s role recommending who should be on the selection committee, but nowhere suggests that Ms. Shore had authority over Pedro Betancourt, the committee chair, or the Mayor, who appointed the committee. *See* Report at 19. What the Report seems to suggest is that a different committee would have reached a different result. This defies common sense in light of the scoring and pricing of the bids and is rank speculation. Furthermore, it is unsupported by any evidence calling into question the committee’s conclusions.

#### **D. JBT Properly Followed the Owner’s Requests and Performed Consistent with the Contract Terms Concerning the Inline BHS Project**

A full third of the Report has nothing to do with the procurement process but criticizes MDAD’s use of the TSA-funded allowance in the BHS O&M contract to fund AvAirPros’ work on the Inline BHS Project. Report at 28-43. The Report characterizes this as a “suspect” pass-through arrangement and misstates JBT’s role in the project as simply passing through AvAirPros’ invoices. *Id.* at 28. As discussed above, the Report’s statements about JBT’s involvement in the project are untrue and incomplete. It is also significant that in this discussion, the Report does not identify a single regulation or law that was broken either by MDAD, by JBT or by AvAirPros. The Report does not address that the same allowance was included in the RFP and would have been available and used by MDAD to fund this work regardless of what bidder won the BHS O&M contract. Neither does it address the use of this same allowance with respect to other subcontractors hired through JBT for the Inline BHS Project.





Preliminarily, the Report does not cite the correct section of the BHS O&M contract that provides for the supplier to utilize the allowance and include the 10% mark-up for expenses paid to a third party. On this point, while the Report cites to Article 2.02 of the BHS O&M contract, Report at 41, the basis for the work performed by JBT and AvAirPros on the Inline BHS Project is Section 4.01. As discussed above, Section 4.01 provides: “Certain portions of work which may be required to be performed by [JBT] under this Contract are either unforeseeable or have not yet been designed, and the value of such work, if any, is included in the Contract as a specific line item.” Section 4.01 of Operator Agreement, Exhibit G. Pursuant to this Section, it is within the county’s “sole discretion” to order the work and to utilize the Allowance Accounts “to pay for additional or extra work.” *Id.* The OIG clearly disagrees with MDAD utilizing this provision for work that is outside of JBT’s ability to perform, and for which a third-party like AvAirPros would need to be hired; however, the contract imposes no such limitation on the county’s discretion. Indeed, as discussed above, the existence of the special allowances in the BHS O&M contract, as well as the 10% mark-up for work contracted through those allowances, were a required feature of every bid for the BHS O&M contract. *See* Appendix B-1, Addendum No. 4, RFP No. MDAD-11-14, Exhibit C.

It was never JBT’s role or authority to tell MDAD – the contract owner – how the TSA-funded allowance account should or should not be utilized. JBT did not comment at the time and does not respond now to whether a better procedure could or should have been followed to obtain AvAirPros’ work on the Inline BHS Project, which is the subject that occupies much of the Report on this subject. However, JBT is not properly criticized – let alone penalized – for doing what MDAD requested it to do, none of which was hidden by JBT from anyone at the airport and all of which followed signed authorizations to proceed received from MDAD beginning in September 2015, as discussed above. *See* Exhibit H. Moreover, while the Report complains that the use of the BHS O&M contract to retain AvAirPros on the Inline BHS Project lacked transparency, from JBT’s point of view, it was entirely transparent and well-known to all at the airport, up to and including the most senior management, who were copied on relevant documents, participated and who were well aware of the funding of AvAirPros’ work through the BHS O&M contract allowance for TSA-funded projects.

JBT further strongly objects to the Report willfully ignoring the significant work that JBT did on the Inline BHS Project. Contrary to the Report, that work was decidedly not limited to the “pleasure” of passing through AvAirPros’ invoices. The details are discussed above, but this work included dedication of an administrative staff and JBT managers attending dozens of ILDT meetings and even more BHS workshop meetings dedicated to the Inline BHS Project. In total, JBT estimates its managers attended in excess of 100 meetings on this project – many of which resulted in JBT being given additional assignments to assist. This included but was not limited to JBT’s work on capacity surveys, on logistics for the airlines during construction, escort work and other work. JBT did not directly supervise AvAirPros – and did not have the specialization to do so, which is why AvAirPros was retained in the first place. Instead, JBT complied with what the contract owner – MDAD – asked it to do, on a project that was to JBT’s understanding (and as



documented) TSA-funded. JBT's work on the Inline BHS Project went beyond the scope of the base services as defined in the original BHS O&M contract, which concerned the operation and maintenance of existing BHS equipment. That JBT was compensated for this work through special allowances, including the 10% mark-up on invoices provided for in the contract and to which MDAD agreed in writing, is not inappropriate and was never concealed. It is not fair or accurate to suggest that this money was improperly obtained or is not properly retained by JBT.

The Report incorrectly states that MDAD circumvented procurement processes that require design consultants be competitively selected when MDAD requested JBT to fund AvAirPros' work on the Inline BHS Project through the TSA-funded project allowance. Report at 38, citing Florida Statutes Section 287.255 (though we believe the appropriate cite is to Section 287.055 since there is no Section 287.255) and Miami-Dade County Implementing Order 3-38. While the decision to proceed in this manner was MDAD's and not JBT's, Florida Statutes Section 287.055 does not apply to the work performed by JBT and AvAirPros. It requires that agencies "publicly announce...when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed [\$325,000]." However, "professional services" is defined as "services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice." None of the services provided by JBT or AvAirPros on the Inline BHS Project fall under any of these categories. Moreover, Miami-Dade County Implementing Order 3-38 establishes procurement methods and "the roles and responsibilities of the Internal Services Department" not the roles and responsibilities of vendors.

The possibility of work on systems not designed at the time of bidding was foreseen in the BHS O&M bidding process, which is why the special allowances – including for TSA-funded projects – were included in the BHS O&M contract. And that contract was awarded following a competitive process. JBT was complying with MDAD's requests when it agreed (as any contracting party would have done) with the request that it fund AvAirPros' project management work through the TSA-funded project allowance of the BHS O&M contract. That is no basis for any penalty or sanction to anyone.

The Report further criticizes the documentation of AvAirPros' work on the Inline BHS Project. Again, this was the subject of significant back and forth between JBT and MDAD concerning the level of detail required from AvAirPros. This was discussed throughout the project between JBT, MDAD and even AvAirPros. At no point during that process was it suggested that there was any impropriety in using the TSA-funded project allowance in the BHS O&M contract for this purpose. Neither is it true that "[n]o time sheets or other supporting documentation were required or submitted" for AvAirPros' work. Report at 32. While initial invoices were requested and provided on a lump sum basis, when this changed because (apparently) the TSA required additional documentation, JBT did request from AvAirPros and



submit to MDAD both time sheets and receipts and other verification. Those were later submitted to investigators, who have them in their file.

Similarly, the Report's undeveloped suggestion that a "potential conflict" could arise whereby AvAirPros might have to criticize JBT in the context of the work being reimbursed through the BHS O&M contract, Report at 41, mistakes the nature of the work at issue. That work by AvAirPros related very specifically to the Inline BHS Project that was being designed by Burns McDonnell. JBT was providing enabling work to MDAD for that contract, but it had no role in the design and the project itself was not yet built or operational. The Report here again stretches to manufacture negative inferences where the underlying facts in no way support doing so.

\* \* \* \*

Since 2007, JBT has worked to make MIA's BHS systems work effectively and efficiently for the benefit of the airport and the county. Whenever MDAD asked it to do so, JBT has been a good partner, stepped up and done the work. JBT has fulfilled its contract obligations. And JBT has been an honest participant in the procurement process, never seeking and never utilizing any improper advantage. There is no witness statement, no document, no evidence at all in the Report that refutes these facts.

Concerning the subject procurements, the Report does not point to a single bit of evidence that would call into question the fact that JBT's bids were technically superior to those submitted by Oxford. Moreover, the Report can ignore, but it cannot change the fact that, JBT's final bid was also \$12 million less than Oxford's final bid. The notion that the county should expend years and hundreds of thousands of dollars rebidding that contract on these facts is indefensible and ignores the hardship that process would put on the county and MIA. Likewise, it is absurd to suggest that debarment, termination, non-renewal or disgorgement is an appropriate penalty for JBT in the absence of any evidence that JBT sought or utilized any unfair advantage. These are serious matters and require serious evidence to proceed. That evidence is glaringly absent here.

JBT is always willing to discuss business issues with the contract owner. It would do so here with MDAD with no objection. What JBT can and must object to is this Report, which substitutes innuendo for evidence and imputes on JBT improper motives that everyone involved in the underlying events knows are inaccurate and unfair. JBT is troubled by the apparent intent of the Report to create unfounded political pressure for the county to act against its own interests and to undermine a trust and confidence that has been hard-earned over a dozen years of real partnership at MIA.

As stated at the outset of this letter, JBT would appreciate the courtesy of a meeting with you to discuss the issues raised here. Absent that opportunity, JBT asserts its right for this letter and the accompanying attachments to be included with the Report as published. If this Report is



Mary T. Cagle, Inspector General  
Miami-Dade County Office of the Inspector General  
April 15, 2019  
Page 20

modified in answer to this response, JBT further requests the opportunity to respond to those modifications so that the public record can be made complete.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink, consisting of a series of loops and a long horizontal stroke extending to the right.

Robert M. Andalman

cc: John Bean Technologies Corporation

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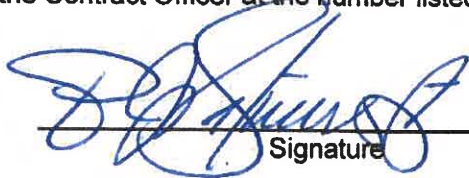


## NOTICE OF CONTRACT REJECTION RECOMMENDATION

<b>PROJECT NAME:</b> Recommendation to Reject Proposals relating to the Request for Proposals for Baggage Handling System Operation & Maintenance at Miami International Airport	<b>PROJECT No.:</b> RFP No. MDAD-06-11 <b>DATE:</b> April 8, 2014
<b>CONTRACT OFFICER (CO):</b> Pedro J. Betancourt, CPPO, PMP	<b>CO's PHONE No.:</b> (305) 876-7345 <b>CO's EMAIL:</b> <a href="mailto:pjbetancourt@miami-airport.com">pjbetancourt@miami-airport.com</a>

You are hereby notified that the County Mayor has recommended, to reject all proposals for the Baggage Handling System Operation & Maintenance at Miami International Airport, RFP No. MDAD-06-11, as reflected in the attached memorandum from the Mayor.

Should you have any questions, please contact the Contract Officer at the number listed above.

  
 \_\_\_\_\_  
 Signature

**DISTRIBUTION:**

NAME	COMPANY NAME - ADDRESS	E-MAIL ADDRESS - FAX
Ed Zwirn, VP Miami Baggage System Maintenance, LLC	201 S. Orange Avenue, Suite 1100 Orlando, FL 32801	Email: <a href="mailto:ed.zwirn@asig.com">ed.zwirn@asig.com</a> Fax: (407) 206-5391
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Michael Conner, General Manager Elite Service Partners, LLC	1505 Luna Road, Suite 100, Carrollton, TX 75006	Email: <a href="mailto:esp@elitelineservices.com">esp@elitelineservices.com</a> Fax: (972) 389-6250
Phil Gilkes, Sr. Director Customer Service Siemens, Industry Inc.	2700 Esters Blvd. Suite 200B, DFW Airport, TX 75261	Email: <a href="mailto:phillip.gilkes@siemens.com">phillip.gilkes@siemens.com</a> Fax: (972) 947-7211

- C: Clerk's Office  
 David Murray, CAO  
 Marie Clark-Vincent, MDAD  
 Carlos Jose, MDAD  
 Debra Shore, MDAD  
 Project File

**MIAMI INTERNATIONAL AIRPORT**

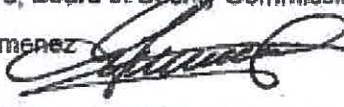
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# Memorandum

MIAMI-DADE  
COUNTY

**Date:** April 9, 2014

**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Recommendation to Waive Competitive Bid and Bid Protest Processes, Reject Proposals relating to the Baggage Handling System Operation & Maintenance at Miami International Airport, Authorize Issuance of Best and Final Offer, and Execution of Change Order No. 3 with John Bean Technologies Corporation and a Contract Modification to the Conventional Baggage System Maintenance Contract with Oxford Electronics

TAC  
Agenda Item No. 3(D)

## RECOMMENDATION

It is recommended that the Board of County Commissioners (Board): i) reject all proposals received for the Baggage Handling System (BHS) Operation & Maintenance (O&M) at Miami International Airport (MIA), RFP No. MDAD-08-11; ii) authorize the issuance of a Best and Final Offer (BAFO) to the three (3) firms deemed responsive; iii) approve a waiver of the competitive bid and bid protest processes as set forth in Sections 2-8.1 and 2-8.4 of the Code of Miami Dade County, and Implementing Orders 3-38 and 3-21; and iv) authorize Change Order No. 3 to the contract with John Bean Technologies Corporation for the O&M of the South Terminal and Concourse F BHSs, and a contract modification with Oxford Electronics, Inc. d/b/a Oxford Airport for the Conventional Baggage System Maintenance Contract for the Concourse E BHS.

The BAFO process recommended through this resolution will level the playing field among all competitors and assuage user airline concerns regarding minimum staffing levels as outlined below in the background section. The BAFO will specify high priority, quality of service items, including minimum staffing. Submittals deemed to have met all requirements will have their price offers opened, and the firm offering the lowest price that is responsive to the priority requirements will be recommended for further negotiations.

## SCOPE

Miami International Airport is located primarily within Chairwoman Rebeca Sosa's District Six; however, the impact of this agenda item is countywide in nature as MIA is a regional asset.

## DELEGATED AUTHORITY

Not applicable as this is a rejection of proposals.

## FISCAL IMPACT/FUNDING SOURCE

Not applicable as this is a rejection of proposals.

## TRACK RECORD/MONITOR

Not applicable as this is a rejection of proposals.

## DUE DILIGENCE

Not applicable as this is a rejection of proposals.

## BACKGROUND

Baggage handling systems are critical infrastructure for all airports. The County is responsible for the operations and maintenance of all MIA baggage handling systems, with the sole exception of the outbound North Terminal Baggage Handling System, which is maintained by American Airlines. If the County fails to properly maintain or operate these systems, airlines cannot ensure that bags checked by passengers will reach the appropriate destinations. Misdellivered bags cost airlines substantial



amounts of money and cause immeasurable damage to the reputation of the airline, MIA, and Miami-Dade County.

The original Request for Proposals (RFP) sought an entity to operate and maintain baggage handling systems serving:

- Concourse D (Inbound Only)
- Concourse E (Inbound & Outbound)
- Concourse F (Inbound & Outbound)
- Concourse G (Inbound & Outbound)
- Concourse H (Inbound & Outbound)
- Concourse J (Inbound & Outbound)

Operation of these systems requires near-constant manpower to manually code misdelivered bags, clear bag jams and assist the Transportation Security Administration (TSA). The RFP also requires both preventative and routine maintenance and emergency repairs of the systems. However, in an attempt to preserve flexibility for responders, the RFP does not specify a minimum level of staffing to accomplish these objectives. Currently, 92 individuals are employed by outside firms to maintain these systems.

On October 17, 2012, proposals were received from the following five (5) firms:

- Miami Baggage System Maintenance, LLC
- Siemens Industry, Inc.
- Oxford Electronics, Inc. d/b/a Oxford Airport Technical Services
- Elite Service Partners, LLC
- John Bean Technologies Corporation - JBT Aero Tech – Airport Services

The Evaluation/Selection Committee held a Prescreening Meeting February 12, 2013, and reviewed proposals submitted by the proposers. The Committee recommended oral presentations from all responsive proposers.

On March 26, 2013, a Committee meeting was held to discuss the responsiveness opinion issued by the County Attorney's Office. Two companies were found nonresponsive: Siemens submitted a proposal with exceptions which were considered material deviations, and Elite submitted as a joint venture but their licenses were not in the name of the joint venture as required by Florida Statute. The Committee reconfirmed their recommendation of February 12 to listen to oral presentations from the responsive proposers.

At a public hearing on May 3, 2013, the Committee heard presentations from the following responsive firms:

- Miami Baggage System Maintenance, LLC
- Oxford Electronics, Inc. d/b/a Oxford Airport Technical Services
- John Bean Technologies Corporation - JBT Aero Tech – Airport Services

After the oral presentations, the Committee evaluated and ranked proposals and then opened and read aloud the sealed price proposals. As a result, the Committee recommended Oxford Electronics Inc. d/b/a Oxford Airport Technical Services for negotiations of the non-exclusive Operator Agreement for the MIA BHS O&M.

PROPOSER	TECHNICAL CRITERIA POINTS	TOTAL PRICE POINTS	OVERALL SCORE (Technical & Price)	PROPOSED PRICE AMOUNT	OVERALL RANKING
Oxford	304	150	454	\$89,030,385.61	1
JBT	334	103	437	\$129,753,853.69	2
Miami Baggage	272	109	381	\$122,695,191.05	3

There are significant differences in the staffing levels offered by the various proposers. Oxford indicated it would complete the contract obligations with 46 employees, JBT with 91 employees, and Miami Baggage with 108 employees. Because of these staffing disparities, the Selection Committee recommended further negotiations on staffing terms in order to proceed with Oxford.

The Negotiation Committee came to an agreement with Oxford which guarantees that Oxford will be responsible for all costs associated with necessary staffing levels, including any costs associated with staffing for services beyond the minimum number that was guaranteed. This guarantee would come at no additional cost to the Miami-Dade Aviation Department (MDAD). The Committee also negotiated that the minimum staffing levels be revised in accordance with Oxford's June 12, 2013, letter in which it agreed to increase the staffing levels to a minimum of 50 employees.

On August 29, 2013, MDAD received a letter from the Airline Management Council (AMC), the organization that represents the majority of the airlines serving MIA, expressing concern that the staffing levels proffered by Oxford are insufficient to guarantee reliable operation of the BHS. While both United Airlines, which was represented on the Selection and Negotiation Committees, and JBT are AMC members, MDAD believes these concerns are reasonable given historic staffing for the O&M of these systems. However, MDAD staff strives to contain costs at MIA, noting a substantial difference in price between Oxford and the next-ranked proposer. Moreover, Oxford has experience maintaining BHS at numerous airports around the nation.

In order to balance these competing obligations and best ensure that MIA, the County's number one economic engine, properly balances risk to airline operations with impact to the bottom line, it is recommended that the proposals be rejected, and that BAFOs be solicited from Oxford, JBT and Miami Baggage on contract terms which are substantially similar to the RFP, but which specify high priority, quality of services items, including minimum level of staffing to assuage airline concerns. These bids will ensure a level playing field among all competitors while also reducing risk to the Airport, its users, and passengers. Upon review of the specified quality of service items, the submittals that are deemed to have met all requirements will have their price offers opened. After the opening of the price proposals, the firm offering the lowest-price that is responsive to the priority requirements will be recommended to further negotiate.

MDAD anticipates an expeditious conclusion of this BAFO process. However, as the current JBT BHS O&M contract expires on June 27, 2014, and the separate County contract with Oxford for Conventional Baggage System Maintenance expires on September 30, 2014, in order to maintain this vital system, this item also authorizes the issuance of a change order to the existing contract with JBT and a contract modification to the Oxford contract which would extend those contracts at the current rates on a month-to-month basis, not to exceed six (6) months to allow sufficient time to award a new contract. MDAD will terminate the contracts with JBT and Oxford as soon as the new contract is awarded.

  
Jack Osterholt, Deputy Mayor



# Holland & Knight

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June 7, 2013

Pedro J. Betancourt  
Aviation Sr. Procurement Contract Officer  
Miami-Dade Aviation Department  
P.O. Box 025504  
Miami, Florida 33102

**RE: Request for Proposals for Baggage Handling System Operation and Maintenance at MIA / RFP No. MDAD-06-01 (the "RFP")**

Dear Mr. Betancourt:

This law firm represents JBT AeroTech ("JBT"). On May 3, 2013, the selection committee for the RFP recommended that Miami-Dade County initiate negotiations with Oxford Airport Technical Services ("Oxford"). In making its recommendation, however, the selection committee expressed serious concern regarding Oxford's ability to perform the full scope of services in the RFP based on the proposal submitted by Oxford (the "Oxford Proposal"). The selection committee's concern is due to an obvious red flag raised by the Oxford Proposal: Oxford's proposed price is \$40 million less than JBT and \$33 million dollars less than its other competitor. The difference in price can only be explained by an utter lack of understanding of the scope of services and, specifically, the staffing required to fully comply with the requirements of the RFP. Interestingly, the Oxford Proposal failed to include a detailed staffing plan as required by the RFP. This alone should have rendered the Oxford Proposal non-responsive. Oxford, however, was given the opportunity to supplement its proposal to provide staffing details and when Oxford did so it admitted that it anticipated providing only 46 employees to complete the entirety of the RFP's scope of services. Accordingly, as a result of Oxford's failure to provide a detailed staffing plan in its RFP, Miami-Dade County should find the Oxford Proposal non-responsive and, further, as a result of Oxford's admission regarding its clearly deficient staffing plan (as further detailed below), Miami-Dade County should find Oxford non-responsible.

## **BACKGROUND**

JBT and Oxford both currently provide baggage handling system operation and maintenance services at Miami International Airport ("MIA"). In order to comply with the challenging requirements of MIA's complex baggage handling system, JBT currently employs 77 people and Oxford employs approximately 17 people for a total of 94 employees. The baggage handling work being procured by the RFP is even more complex due to the inclusion of the international customs facility, expansion of cleaning assignment, and project management responsibilities related to the on-going expansion and modernization at MIA. As reflected in the following chart, the RFP contemplates a greatly expanded scope of work than currently serviced by JBT and Oxford at MIA:



<b>EQUIPMENT</b>	<b>CURRENT CONTRACT</b>	<b>NEW CONTRACT</b>
Conveyors	5 miles	18 miles
Bags Processed	13,000 per day	25,000 – 30,000 per day
Sortation Piers	25 piers	41 piers
Domestic/international carousels	11 carousels	55 carousels
Ticket Counters	10 counters	27 counters
Check-in Positions	159 positions	353 positions
Oversize Belts	5 belts	5 belts
Pushers	55 pushers	71 pushers
High Speed Diverters	14 diverters	14 diverters
Power Curves	200 power curves	321 power curves

This greatly expanded baggage handling systems requires staffing with various position classifications that include, among others, fixed, roving, operational support and maintenance. As noted above, Oxford has proposed to perform the work being procured through the RFP with only 46 employees. It is abundantly clear that it would be impossible for Oxford or any other contractor to perform the scope of work in the RFP with 48 less employees than those currently performing the more limited baggage handling services at MIA. The requirements of the RFP identify the various staffing positions required to comply with the RFP's scope of services, which in many instances require three different shifts to cover 24 hour operations, as follows:

**A) Fixed Operational Staffing Requirements**

- **Encoders:** A fixed position responsible for manual sortation of all bags not read by the system scanners through the use of scan guns, keyboard commands and the use of pier tags. The scope of services requires two (2) encoders at Terminal J and one (1) encoder at Terminal F. These positions must be staffed during operational hours of the baggage handling system, from 4 AM to Midnight (and beyond on an as needed basis), on a daily basis, which results in the need for a total of six (6) employees to comply with the scope of services.
- **Default Pier Operators:** A fixed position responsible for the manual distribution and sortation of all bags arriving at the default pier. Currently, approximately 7% of all bags processed end up at default pier. The scope of services requires three (3) default pier operators during non-peak hours (one to retrieve bags from pier and load cart and two to deliver to the various piers) and, during peak times (Noon – 6 PM), a total of five (5) employees are required to effectively handle the volume of work.
- **Oversize Belt Agents:** A fixed position responsible for manually delivering and sorting oversize pieces from the three active oversize belts (OS2, OS3 and OS4) from 4 AM to Midnight. The scope of services requires a total of 4 oversized belt agents to cover the various daily shifts.

- **Tub Retrieval Agents:** A fixed position responsible for the collection, transportation and distribution of tubs throughout all ticket counters. MIA requires that all bags that fit in tubs be placed in tubs; therefore, the RFP requires the recirculation of approximately 10,000 tubs on a daily basis. The scope of services requires two (2) tub retrieval agents during non-peak hours, to collect tubs from ground floor, transport and deliver to the various ticket counters, and during peak times (Noon to 6 PM), a total of 5 employees to effectively handle the heavy baggage volumes.
- **Jammers:** A fixed position responsible for the clearance of jams and other conditions that occur within the conveyor system throughout the day. The RFP requires an immediate response to any jams and, as such, the minimum required staffing to meet the scope of services in the RFP would be four (4) jammers, distributed between both loops, upper and lower level conveyors.
- **Interline Baggage Agent:** A fixed position responsible for assisting with transfer bags at Concourse J from other carriers between the hours of 10 AM to 7 PM. The scope of services requires only one (1) interline baggage agent during the referenced hours and, outside of this time frame, manpower can be used from other areas to operate the transfer lines on an on call basis.
- **TSA Assistant:** A fixed position responsible for assisting TSA with the removal of bags from suspect lines and prioritize bags by departure from Noon to 6 PM. This position is required by the RFP's scope of services and, based on the referenced time frame, would require only 1 agent to provide the service on a daily basis.

Based on the foregoing, the following is a summary of the fixed operational positions required to satisfy the RFP's scope of services:

<b>FIXED POSITIONS</b>	<b>QUANTITY PER SHIFT</b>	<b>DAILY TOTAL</b>	<b>TOTAL STAFF (relief days off)</b>
Encoders	3	6	8.4
Default Pier	3	6	8.4
Oversize	2	4	5.6
Tub Recirculation	2	4	5.6
Tubs/default pier/jams (F)	1	2	2.8
Jammers	4	8	11.2
Interline	1	1	1.4
CBRA Room	1	1	1.4
Janitorial	1	1	1.4
<b>Totals Staffing</b>	<b>18</b>	<b>33</b>	<b>46.2</b>

**B) Maintenance Staffing Requirements**

The maintenance staff is primarily responsible for all preventative maintenance, corrective maintenance, and resolution of system jams. Specifically, the RFP establishes strict preventative maintenance standards for the baggage handling system, requiring annual, semi-annual, quarterly, monthly, weekly and daily preventative maintenance, each subject to the OEM standards of the various manufacturers. Based on these standards and the extended size of the overall baggage handling system, which includes miles of conveyors covering 3 floors, any selected contractor would need to station technicians strategically throughout the baggage handling system to adequately respond to maintenance issues on a timely basis. To put the magnitude of the preventative maintenance, repairs, corrective maintenance and system jams in perspective, the following table summarizes the amount of man hours incurred in such tasks during 2012:

<b>CATEGORY</b>	<b>TOTAL NUMBER</b>	<b>TOTAL HOURS</b>
Preventative Maintenance	10,693	9,795
Corrective Maintenance	1,511	4,532
System Jams - J	24,588	1,656
System Jams - F	1,825	123
<b>Totals</b>	<b>38,617</b>	<b>16,106</b>

The amount of work and the total number of incidents will likely increase proportionally with the additional equipment associated with the new contract.

Considering the above maintenance requirements, peak periods and system size, a maintenance staff of at least 5 technicians is required during each day shift to meet operational requirements and 8 technicians per night shift. The following table summarizes the required number of technicians:

<b>POSITIONS</b>	<b>QUANTITY PER SHIFT</b>	<b>DAILY TOTAL</b>	<b>Total Staff (12 Hour Shifts)</b>
AM Maintenance Technicians	5	5	10
PM Maintenance Technicians	8	8	16
<b>Total Staffing</b>	<b>13</b>	<b>13</b>	<b>26</b>

In addition to the foregoing and in order to ensure that the maintenance standards are met, a mobile maintenance staff must be assembled to respond to repairs, jams and overall system conditions in the areas covered under this contract, which includes the entire length of the airport, exclusive of the North Terminal Outbound Sortation System. The following table summarized the required number of maintenance staff:

<b>POSITIONS</b>	<b>QUANTITY PER SHIFT</b>	<b>DAILY TOTAL</b>	<b>Total Staff (12 Hour Shifts)</b>
Mobile Maintenance – Non J & F	2	4	8

**C) Management Staff Requirements**

Overseeing and assisting the fixed and maintenance personnel would be a group of four supervisors to ensure twenty four (24) coverage, 7 days a week, 365 days a year, as well as a General Manager, an administrative assistant and a warehouse clerk to oversee and manage the vast inventory for both the South and Central Terminal Baggage Handling System.

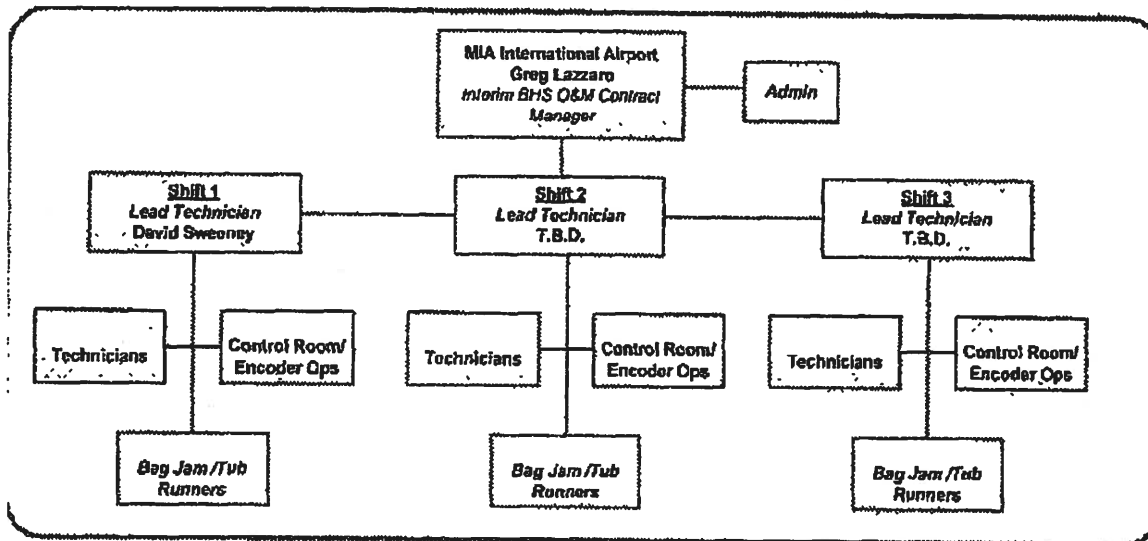
POSITIONS	QUANTITY PER SHIFT	DAILY TOTAL	TOTAL STAFF (relief days off)
General Manager	1	1	1
Supervisors	1	2	4 (24 hour coverage)
WOC	1	2	4 (24 hour coverage)
Administration	1	1	1
Warehouse	1	1	1
Total Staffing	5	7	11

Based this analysis of the RFP staffing requirements, the minimum number of employees required to fully perform the RFP scope of services would be 91 and possibly more if 12 hour shifts are not utilized as they provide the most effective staffing coverage. **Astonishingly, Oxford stated that it would undertake the entire scope of service with 46 employees, approximately half the number of employees bid by JBT, 58 less employees than the other competitor, and 48 less than currently providing more limited baggage handling services at MIA.**

**RESPONSIVENESS ISSUES**

Section 1 of the Technical Proposal commences with the following statement: "A Technical Proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the submittal." Section 1 of the Technical Proposal further requires the Proposer to "describe its specific policies, plans, procedures or techniques to be used in providing services" and states that the "Proposer shall provide an organizational chart including titles for all personnel to be assigned to this project." In satisfaction of these requirements, JBT provided a detailed operational plan that clearly outlines its approach to the job, providing a schedule by title and clearly documenting the position of all of its 91 employees and their tasks and roles in providing services. A copy of the Management and Staffing Plan submitted by JBT is attached as Exhibit A.

By contrast, Oxford merely provided the following organizational chart:



As shown, this chart only identifies the following positions: (i) general manager, (ii) an administrative assistant, and (iii) three shifts including 1 lead technician, other technicians, control room operator, an encoder and bag jam/tub runners. **This organizational chart and the accompanying narrative does not allow the County to conduct a meaningful evaluation of the Technical Proposal and, therefore, renders the Oxford Proposal non-responsive.** The County has already recognized this fact. On May 31, 2013, the County requested from Oxford "a staffing plan for the BHS O&M operation at MIA." See Attached Exhibit B. The County further indicated that the "staffing plan should be in a narrative form with spreadsheets and detailing at a minimum, the number of employees, assigned areas of responsibilities, projected schedule(s), and any contingency plans designed to address peak levels and/or unforeseen spikes in baggage handling, as specified in" the Technical Proposal. In other words, the County has requested that Oxford provide the required documentation to make their bid responsive, but, respectfully, it is too late.

The narrative accompanying the organizational chart further reinforces that Oxford fully intends to operate at MIA with only the foregoing job titles and intends to "combine the function of the BHS Bag Jam Runner and the BHS Manual Encoding Operator into a single position: Encoder/Jam Runner." This combination of jobs, which Oxford indicates will be done to "increase Miami International's operational efficiency," will undoubtedly save Oxford plenty of money, but it will create significant performance issues. Indeed, on page 22 of the Oxford Proposal, Oxford recognizes its inability to meet the RFP performance standards by acknowledging that it will provide "adequate staffing to operate the manual encoding positions in the outbound baggage make-up area as required, and clear any and all jams throughout the baggage conveyor system within three (3) minutes of jam detection." The RFP, however, specifically calls for immediate action to resolve any jams for automated sortation (Section 1.4.0 of the RFP's Technical Specifications): an impossible task given the woefully inadequate staffing proposed by Oxford. **The exception taken by Oxford to this performance standard renders the Oxford Proposal non-responsive as it is a material deviation that clearly affects price**



**and affords Oxford a competitive advantage not available to the other proposers, such as JBT, which submitted a proposal that complies with the staffing and performance requirements of the RFP.**

The organizational chart also fails to recognize the need for default pier agents, an interline baggage agent, and a CBRA room operator. As set forth in Section 1.4.0 of the RFP's Technical Specifications, 1,000 bags per day arrive at concourses H and J, and over 120 bags at concourse F arrive at the default piers. The organizational chart provided by Oxford fails to indicate who will provide these important services. In addition, the organizational chart does not provide, nor discuss, the management of the substantial inventory required to effectively manage the contract. The Oxford Proposal further demonstrates a woefully inadequate supervisory framework, which includes only one general manager and one lead technician managing the entire contract services. Clearly, the technical portion of the Oxford Proposal as specifically set forth in its project organization section, does not provide Miami-Dade County with "sufficient detail to permit the County to conduct a meaningful evaluation of the submittal." As such, the Oxford Proposal should be found non-responsive.

In addition to the exception taken with respect to the performance standards and the failure to adequately address all job categories, Oxford also took exception to the RFP's preventative maintenance standards. Section 1.4.0 of the RFP's Technical Specifications provides that the selected contractor shall provide "operation, maintenance, and repair of the entire BHSs networks, software and hardware ... utilizing the systems providers and industry standards." Instead of abiding by the preventative maintenance standards required by the manufacturer, Oxford indicated that it would not undertake "preventative maintenance" but would rather focus on its own "Reliability-Centered Maintenance Process." The failure to abide by the preventative maintenance standards set forth by the manufacturer -- which may be significantly more labor intensive -- may have significant consequences to MIA. The failure to abide by the manufacturer's standards may void existing warranties. **The refusal by Oxford to accept the preventative maintenance requirements set forth in the RFP renders the Oxford Proposal non-responsive. It is another example of where the Oxford Proposal materially deviates from the RFP specifications in a manner that affects price and gives Oxford a competitive advantage not afforded to other proposers.**

### **RESPONSIBILITY ISSUES**

Miami-Dade County has the right -- and the obligation -- to find the Oxford Proposal non-responsible. Miami-Dade County has travelled this road at MIA before. A bidder low-balls a proposal, struggles to perform, and seeks to re-negotiate the contract. In the interim, operations suffer, the general public loses, and, ultimately, the procurement process must start again. The red flags of this very situation are clearly present in this case:

- A proposal \$40 million less than its competitors
- A proposal that is 2/3rds the price of the next lowest proposer
- An admission that Oxford will provide services with less than 1/2 of the employees currently servicing the contract

- An admission that Oxford will provide services with 45 and 58 less employees than the other two bidders in the process respectively, and 48 less employees than those currently servicing the more limited existing contract.
- A proposal that takes exceptions to the RFP requirements to allow more limited staffing and a lower performance standard than that required by the RFP.

The Oxford Proposal is simply and unequivocally “too good to be true” and the red flags set forth above clearly demonstrate that Oxford will not be capable of performing the RFP's scope of services. The procurement case law is clear that, under these circumstances, Miami-Dade County is not required to accept the lowest dollar bid, but instead may bypass the “lowest bid” if that bidder or the bid itself is not “responsible.” See, e.g., City of Pensacola v. Kirby, 47 So. 2d 533, 535 (Fla. 1950) (statute requiring award to “lowest responsible” bidder does not require agency to award contract to the “lowest dollars and cents” bidder); Mayes Print Co. v. Flowers, 154 So. 2d 859, 864 (Fla. 1st DCA 1963) (“Usually a Court will not interfere with the award to other than the low bid where the public agency acts in good faith ...”).

In fact, Section 4.2 of the RFP warns each proposer that Miami-Dade County will evaluate each proposal to determine responsibility. The RFP indicates that a “responsible proposer is one who is capable of carrying out the work of the RFP in a competent and effective manner.” This “responsible bidder” requirement vests discretion in Miami-Dade County to determine whether the lowest bidder is in fact also the lowest responsible bidder. In other words, the law does not impose a mandatory obligation on a public agency that requires the public agency in every case to consider the lowest dollars and cents bid as being “the lowest responsible bid” to the exclusion of all other pertinent factors. Kirby, 47 So. 2d at 535 A public agency may consider various performance related factors in determining responsibility, including such matters as financial resources and ability, experience, quality of previous work, reputation for performance, judgment and skill, outstanding obligations, integrity and credit, pecuniary ability, and various other matters relating to the ability of the bidder to perform the contract. See, e.g., Duboise Const. Co. v. City of South Miami, 108 Fla. 362, 146 So. 833 (1933); Engineering Contractors Assoc. of South Florida, Inc., 789 So. 2d 445, 451 (Fla. 4th DCA 2001). Certainly, among the factors that a public agency should consider is whether a proposer can actually perform the work at the offered price and whether the proposer understands the requirements of the solicitation. See, e.g., Information Sciences Corp. v. United States, 73 Fed. Cl. 70, 100-103 (U.S. Ct. Fed. Claims Sept. 19, 2006)(analogous federal decision discussing that a public entity may analyze the price offered by a contractor to determine whether it is so unrealistically low as to create risk that the contractor will abandon or otherwise short-change performance).

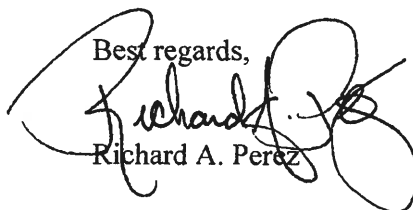
Any independent review of the Oxford Proposal would conclude that (i) the proposed price is unrealistic considering the scope of services and reflects that unfair competitive advantage afforded to Oxford by submission of a proposal that does not conform to the RFP specifications, (ii) the number of employees offered reflects a clear misunderstanding of the requirements of the RFP, and (iii) the price proposal is inconsistent with the obligations undertaken in Oxford's technical proposal. As such, Miami-Dade County should find the Oxford Proposal non-responsible.

Mr. Pedro J. Betancourt  
June 7, 2013  
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### CONCLUSION

Oxford scored approximately 10% lower than JBT on the technical scores (304 points vs. 334 points), but was able to secure the recommendation of the selection committee because of the sheer magnitude of the price difference between proposals: a bid \$40 million dollars lower than JBT (\$89 million vs. \$129 million). As set forth in this letter, the Oxford Proposal suffers from non-waivable material deviations from the RFP specifications and simply demonstrates an utter misunderstanding of the scope of services. Miami-Dade County should find the Oxford Proposal both non-responsive and non-responsible.

Best regards,

A handwritten signature in black ink, appearing to read "Richard A. Perez", is written over the typed name. The signature is stylized and somewhat cursive.

Richard A. Perez

cc: Miami-Dade Board of County Commissioners  
Emilio Gonzalez, Director, Miami-Dade Aviation Department  
David Murray, Assistant County Attorney  
Ken Pyatt, Deputy Director, Miami-Dade Aviation Department  
Clerk of the Board of County Commissioners

**Exhibit A**  
**JBT Operational Plan**



**The following is our comprehensive Operational Plan (including a Management and Staffing Proposal); followed by specifics to our Policies, Procedures and Techniques in providing the required O&M Services:**

**Operational Plan**

The following is a detailed description of our proposed Operational Plan, including Management and Staffing for MIA which coincides with our current contract supporting the BHS at concourses F & J. JBT proposes a staffing plan with a **total headcount of ninety-one (91) employees** which consists of a combination of 8- and 12-hour shifts on a 24/7/365 schedule. The dedicated workforce will consist of a variety of positions and job classifications including Site Manager, Administrative Assistant, Supervisors, Technicians (including MRT 1 - Millwrights and MRT 2 - Journeyman Electricians), Laborer Journeyman (including tub handling & hauling, manual encoding, jam clearing assistance, default pier baggage delivery, TSA baggage assistance, baggage transfer and oversize belts baggage handling), Control Room Operators and Work Order Coordinators which is consistent with our existing BHS operations today.

**The following is our proposed Management and Staffing (Matrix) Plan:**

Management Team	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Site Manager		0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	
Administrative Assistant		0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	
Supervisor	0500-1700	0500-1700	0500-1700	0500-1100			
Supervisor				1100-1700	0500-1700	0500-1700	0500-1700
Supervisor	1700-0500	1700-0500	1700-0500	1700-2300			
Supervisor				2300-0500	1700-0500	1700-0500	1700-0500

1st Shift	Sun	Mon	Tue	Wed	Thu	Fri	Sat
MRT 1 – Millwright	0500-1700	0500-1700	0500-1700	0500-1100			
MRT 1 – Millwright				1100-1700	0500-1700	0500-1700	0500-1700
MRT 1 – Millwright	0530-1730	0500-1700	0500-1700	0530-1130			
MRT 1 – Millwright				1130-1730	0530-1730	0530-1730	0530-1730
MRT 1 – Millwright	0530-1730	0500-1700	0500-1700	0530-1130			
MRT 1 – Millwright				1130-1730	0530-1730	0530-1730	0530-1730
MRT 1 – Millwright	0530-1730	0500-1700	0500-1700	0530-1130			
MRT 1 – Millwright				1130-1730	0530-1730	0530-1730	0530-1730



MRT 1 – Millwright	0530-1730	0500-1700	0500-1700	0530-1130			
MRT 1 – Millwright				1130-1730	0530-1730	0530-1730	0530-1730
MRT 1 – Millwright	0500-1700	0530-1730	0530-1730	0500-1100			
MRT 1 – Millwright				1100-1700	0500-1700	0500-1700	0500-1700
MRT 1 – Millwright	0500-1700	0530-1730	0530-1730	0500-1100			
MRT 1 – Millwright				1100-1700	0500-1700	0500-1700	0500-1700
MRT 1 – Millwright	0500-1700	0530-1730	0530-1730	0500-1100			
MRT 1 – Millwright				1100-1700	0500-1700	0500-1700	0500-1700
MRT2 – Journeyman Electrician	0500-1700	0530-1730	0530-1730	0500-1100			
MRT2 – Journeyman Electrician				1100-1700	0500-1700	0500-1700	0500-1700
Laborer Journeyman	0500-1700	0500-1700	0500-1700	0500-1100			
Laborer Journeyman				1100-1700	0500-1700	0500-1700	0500-1700
Laborer Journeyman	0500-1700	0500-1700	0500-1700	0500-1100			
Laborer Journeyman				1100-1700	0500-1700	0500-1700	0500-1700
Laborer Journeyman	0500-1700	0500-1700	0500-1700	0500-1100			
Laborer Journeyman				1100-1700	0500-1700	0500-1700	0500-1700
Laborer Journeyman	0500-1700	0500-1700	0500-1700	0500-1100			
Laborer Journeyman				1100-1700	0500-1700	0500-1700	0500-1700
Laborer Journeyman	0500-1700	0500-1700	0500-1700	0500-1100			
Laborer Journeyman				1100-1700	0500-1700	0500-1700	0500-1700
Laborer Journeyman	0500-1700	0500-1700	0500-1700	0500-1100			
Laborer Journeyman				1100-1700	0500-1700	0500-1700	0500-1700
Laborer Journeyman	0500-1700	0500-1700	0500-1700	0500-1100			
Laborer Journeyman				1100-1700	0500-1700	0500-1700	0500-1700
Laborer Journeyman	0500-1700	0500-1700	0500-1700	0500-1100			
Laborer Journeyman				1100-1700	0500-1700	0500-1700	0500-1700





Laborer Journeyman (SIM) Sub-Contractor	0345-1215	0345-1215	0345-1215	0345-1215			0345-1215
Laborer Journeyman (SIM) Sub-Contractor	0500-1330	0500-1330	0430-1300	0430-1300	0430-1300		
Laborer Journeyman (SIM) Sub-Contractor		0345-1215	0345-1215	0345-1215	0345-1215	0345-1215	
Laborer Journeyman (SIM) Sub-Contractor			0500-1330	0500-1330	0500-1330	0500-1330	0500-1330
Laborer Journeyman (SIM) Sub-Contractor	0500-1330			0500-1330	0500-1330	0500-1330	0500-1330
Laborer Journeyman (SIM) Sub-Contractor	0430-1300	0345-1215			0500-1330	0430-1300	0430-1300
Laborer Journeyman (SIM) Sub-Contractor	0500-1330	0500-1330	0500-1330			0500-1330	0500-1330
Laborer Journeyman (SIM) Sub-Contractor		0500-1330	0500-1330	0500-1330		0500-1330	0500-1330
Laborer Journeyman (SIM) Sub-Contractor	0500-1530	0500-1530	0500-1530	0500-1530			
Control Room Operator/Work Order Coordinator	0500-1700	0500-1700	0500-1700	0500-1100			
Control Room Operator/Work Order Coordinator				1100-1700	0500-1700	0500-1700	0500-1700

2nd Shift	Sun	Mon	Tue	Wed	Thu	Fri	Sat
MRT 1 – Millwright	1700-0500	1700-0500	1700-0500	1700-2300			
MRT 1 – Millwright				2300-0500	1700-0500	1700-0500	1700-0500
MRT 1 – Millwright	1730-0530	1730-0530	1730-0530	1730-2330			
MRT 1 – Millwright				2330-0530	1730-0530	1730-0530	1730-0530
MRT 1 – Millwright	1730-0530	1730-0530	1730-0530	1730-2330			
MRT 1 – Millwright				2330-0530	1730-0530	1730-0530	1730-0530
MRT 1 – Millwright	1700-0500	1700-0500	1700-0500	1700-2300			
MRT 1 – Millwright				2300-0500	1700-0500	1700-0500	1700-0500
MRT 1 – Millwright	1700-0500	1700-0500	1700-0500	1700-2300			
MRT 1 – Millwright				2300-0500	1700-0500	1700-0500	1700-0500
MRT 1 – Millwright	1700-0500	1700-0500	1700-0500	1700-2300			
MRT 1 – Millwright				2300-0500	1700-0500	1700-0500	1700-0500
MRT 1 – Millwright	1700-0500	1700-0500	1700-0500	1700-2300			
MRT 1 – Millwright				2300-0500	1700-0500	1700-0500	1700-0500



MRT 1 – Millwright	1700-0500	1700-0500	1700-0500	1700-2300			
MRT 1 – Millwright				2300-0500	1700-0500	1700-0500	1700-0500
MRT 1 – Millwright	1700-0500	1700-0500	1700-0500	1700-2300			
MRT 1 – Millwright				2300-0500	1700-0500	1700-0500	1700-0500
MRT2 – Journeyman Electrician	1700-0500	1700-0500	1700-0500	1700-2300			
MRT2 – Journeyman Electrician				2300-0500	1700-0500	1700-0500	1700-0500
MRT2 – Journeyman Electrician	1700-0500	1700-0500	1700-0500	1700-2300			
MRT2 – Journeyman Electrician				2300-0500	1700-0500	1700-0500	1700-0500
Laborer Journeyman	1700-0500	1700-0500	1700-0500	1700-2300			
Laborer Journeyman				2300-0500	1700-0500	1700-0500	1700-0500
Laborer Journeyman	1000-2030	1700-0500	1700-0500	1700-2300			
Laborer Journeyman (SIM) Sub-Contractor	1200-2030	1200-2030	1200-2030	1200-2030			1200-2030
Laborer Journeyman (SIM) Sub-Contractor	1200-2030	1245-2115	1245-2115	1245-2115	1245-2115		
Laborer Journeyman (SIM) Sub-Contractor		1200-2030	1200-2030	1300-2130	1300-2130	1200-2030	
Laborer Journeyman (SIM) Sub-Contractor			1245-2115	1245-2115	1200-2030	1200-2030	1200-2030
Laborer Journeyman (SIM) Sub-Contractor	1245-2115			1315-2145	1245-2115	1245-2115	1245-2115
Laborer Journeyman (SIM) Sub-Contractor	1245-2115	1245-2115			1315-2145	1245-2115	1245-2115
Laborer Journeyman (SIM) Sub-Contractor	1315-2145	1315-2145	1315-2145			1315-2145	1315-2145
Laborer Journeyman (SIM) Sub-Contractor	1200-2400	1200-2400	1200-2400	1800-2400			
Laborer Journeyman (SIM) Sub-Contractor	1030-1900	1030-1900			1030-1900	1030-1900	1030-1900
Laborer Journeyman (SIM) Sub-Contractor	1030-1900	1030-1900			1030-1900	1030-1900	1030-1900
Laborer Journeyman (SIM) Sub-Contractor	0345-1215			1030-1900	0345-1215	0345-1215	0345-1215
Laborer Journeyman (SIM) Sub-Contractor			1315-2145	1315-2145	1315-2145	1315-2145	1315-2145
Laborer Journeyman (SIM) Sub-Contractor	1400-2230	1400-2230			0500-1330	0500-1330	0500-1330
Control Room Operator/Work Order Coordinator	1700-0500	1700-0500	1700-0500	1700-2300			
Control Room Operator/Work Order Coordinator				2300-0500	1700-0500	1700-0500	1700-0500



## **Management Approach**

Our planned staffing approach as outlined above is founded on JBT continuing to provide exceptional and experienced leadership with the dedicated local Management Team consisting of a Site Manager (Gilbert Lopez), who will be the central point of contact for MDAD stakeholders. As he does now, Gil will have complete oversight of the O&M Services at MIA; will ensure strict compliance with the scope of work as defined in the RFP Specification; and will ensure that both safety and technical aptitude is held to the highest industry standards and practices.

The Site Manager will be supported by four (4) capable and qualified Supervisors: Edwin Cabrera, Jose Almeida, Javier Rodriguez and Antonio Morales (all of whom are currently working in these assigned positions on our existing BHS O&M Contract) to ensure full compliance and execution of the scope of work requirements and all performed in a safe and professional manner. We have also included a Technical Trainer (Henry "Buzz" Harrison) who is responsible for the ongoing training activities at the site (as described below). Additionally, Buzz will support the management team with multiple other support functions such as backfilling supervisors, managing special projects, and site audit support.

Our proposed and existing local Management Team has over 120-years of combined industry expertise and knowledge. Over the past five (5) years, the Management Team has fostered key relationships with various levels of management within MDAD, TSA and the Airlines. This same Management Team is also responsible for spearheading the development of the existing Emergency/Contingency Plan with detailed deployment of activities and resources for potential operational miscues or crisis. This comprehensive Emergency/Contingency Plan outlines detailed steps and actions for managing the allocation of resources and distribution of personnel to designated areas for strategic positioning throughout the BHS during incidents to minimize the impact to the Airlines. It should be noted that the Emergency/Contingency Plan has been deployed successfully numerous times over the past five (5) years.

## **Workforce Distribution**

Our Operational Plan for the new contract is to strategically position the various frontline workers throughout the MIA BHS and various concourses during the appropriate operational hours to maximize system availability and minimize system downtime, and to carry out all the necessary functional duties associated with the project. These duties include, but are not limited to, system preventive and corrective repair maintenance, jam clearance, tub recirculation, default pier baggage delivery, manual encoding, TSA baggage assistance, baggage transfer and oversize belts baggage handling.

Strategically positioning our frontline workers throughout the MIA baggage system will ensure that we meet the required response times to all system conditions. We will have key personnel, or "optimum response personnel," positioned throughout the baggage system. These Personnel will carry radios capable of reception from the South, Central, and North Terminals and beyond to ensure that trouble calls, received or identified in the baggage control room, can be dispatched to the appropriate technicians or workers at the designated trouble spots with minimal delay. Upon arrival by an assigned technician to a trouble spot or call request, the designated worker will call, radio or otherwise officially communicate his arrival time to



dispatcher. Following the initial assessment of the situation by the responding worker to the trouble call or request, the assessment details will be coordinated with the Control Room Operator or Dispatcher. As necessary, additional and appropriate personnel resources will be dispatched to the trouble spot to immediately begin repair of the system or resolution of the problem. The Repair Time (RT) will be recorded and measured from the time of the initial start of the repair work order until the time the work order is completed and the system returned to its normal operating function.

In the event of an extensive system failure, JBT will immediately implement the current MDAD approved Emergency/Contingency Plan. For any emergency situations, whether the team is operating in or out of contingency mode, we will provide continuous and frequent updates to the key stakeholders to make sure everyone is abreast of our progress in rectifying the issues until the system is fully functional in its normal operating condition. We will utilize the INFOR Computerized Maintenance Management System (CMMS) to record and preserve all maintenance activities. All information from the database will be made available to MDAD, TSA, Airlines, OEMs and/or designated third-party EDS maintenance providers, just as we have been doing at MIA for the last five (5) years.

### **Responsible Wages & Benefits**

As with our current MDAD O&M contract, the Service Provider for the new O&M project is required to comply with MDAD Code Section 2-11.16 for Responsible Wages and Benefits (RW), a code section usually associated with construction type projects that include specified classifications for laborers (baggage handling and manual encoding), mechanics, and electricians. JBT intimately understands this process, having fully complied with these code requirements for the last five (5) years; therefore, we confirm full compliance in our proposal with the code requirements for this new O&M project.

Because this project primarily involves operation and maintenance as opposed to construction, there is flexibility available to the contractor within the RW guidelines, allowing for the contractor to pay different rate and fringe classifications when an employee performs different work scopes. For example, in a construction environment, a helper would be paid a helper wage rate normally but would be paid at a higher classification wage and fringe rate if that helper was working on a task associated with higher classification work. Also, a higher skilled person can be paid at a lower wage and fringe rate when performing work that is defined at a lower classification.

JBT has extensive experience across multiple contracts and in multiple states, managing the complexities associated with adhering to varied county, state and federal wage ordinances and requirements. The RW provisions with MDAD for multiple worker classifications create a unique opportunity and challenge in managing workforce and overall system performance. In seeking to identify the most cost effective approach to manage and administrate the dual wage concept, and yet maintain and balance the technical integrity to meet the operational performance requirements, JBT is proposing to use a blended approach with a primary or core team of dedicated technicians (the core team will consist of sixteen (16) technicians) with wages that would not fluctuate regardless of work requirements.

The defined sixteen (16) technicians, who have been carefully selected within our current O&M professionals, have the required essential skills and qualifications and would assume their roles



possessing the invaluable operational expertise gained over the past five (5) years at MIA. Dedicated RW classifications and 100% payout of the associated wage and fringe rates throughout their shift, ensures undivided operational performance and commitment as well as required technical and mechanical leadership for the entire team. We believe by preserving this core team of technicians who are paid a "non-fluctuating wage", we will additionally circumvent a higher employee turnover rate than if all technicians are subject to the lower blended wage scale, and we will maintain an environment focused on system performance. This selected core team of technicians will be strategically assigned and positioned to various shifts throughout the day to provide the technical integrity, and rapid response needed to meet the operational performance requirements.

All remaining technicians or workers will be paid based upon 'task dependent' activities for responsible wage and fringe payout. Again, we believe the blended approach is the most cost effective method and yet will maintain and balance the technical integrity to meet the operational performance requirements.

### **Technicians**

We proposed to utilize forty (40) highly skilled technicians consisting of two (2) job classifications for Maintenance Repair Technician (MRT). The two (2) classifications shall consist of MRT 1 - Millwrights and MRT 2 - Journeymen Electricians. Both classifications are responsible for all scheduled preventive maintenance, scheduled and unscheduled corrective repair maintenance, system faults, errors or malfunctions including jam clearing and, at times, tub handling and other duties as required. The need for the proposed headcount of technicians is based on historical analysis over the past five (5) years based upon the total number of BHS work orders (preventive maintenance and corrective maintenance including system faults, errors or malfunctions and bag jams) generated at concourses F & J combined with the estimated additional scope of services required for concourses D, E, F, G & H. Recently, we have seen a steady increase in scheduled corrective maintenance (CM) at concourses F & J as the BHS has aged due to our proactive approach from our preventive maintenance (PM) program.

In addition to executing the preventive and corrective maintenance activities, the technicians are responsible for system faults, errors, malfunctions and jam clearing while on shift, which average over 2,800+ jams/faults per month at concourses F & J alone and requires the attention of all of these technicians who are strategically placed throughout the system to meet the immediate response time requirement of the contract. We are anticipating approximately forty (40%) percent increase in preventive and corrective maintenance activity with the additional scope of services required for concourses D, E, F, G & H, further requiring additional technicians over and above those within our existing contract.

- MRT1 – We propose to utilize thirty-four (34) millwright technicians (included in this classification is the Inventory Specialist) with primary responsibilities for preventive/corrective maintenance and system fault clearance including bag jams for the automated and manual sortation BHS located at the South, Central and North Terminals. This team of technicians will be distributed with sixteen (16) millwright technicians divided into two AM shifts, and eighteen (18) millwright technicians divided into two PM shifts, during which the majority of preventive and corrective repair maintenance will take place.



- MRT2 – We propose to utilize six (6) journeymen electricians with the same primary responsibilities and duties as an MRT1 but with the additional responsibilities for oversight, maintenance, repair and troubleshooting of all electrical components throughout the system, to include motors, sensors, MCPs, PLCs, and computer hardware/software. This highly skilled team of technicians will be distributed with two (2) electrician technicians divided into two (2) AM shifts, and four (4) electrician technicians divided into two (2) PM shifts.

***The following is the distribution of the forty (40) technicians by scheduled shift and position location:***

AM 1	AM 2	TOTAL	LOCATION
1	1	2	LOOP 1
1	1	2	LOOP 2
1	1	2	ML1-1 & ML2-1/CROSSOVER PUSHERS
1	1	2	CONVEYOR CLEAR SECTION
1	1	2	TICKET COUNTERS
4	4	8	MOBILE PERSONNEL (Includes Inventory Specialist)
<b>9</b>	<b>9</b>	<b>18</b>	<b>AM TOTAL</b>

After the operational peak demands subside for the day, the PM shift Technicians will be assigned to complete all scheduled preventive maintenance (PM), including scheduled and unscheduled corrective maintenance (CM).

PM 1	PM 2	TOTAL	LOCATION
11	11	22	PM and CM Assignments for South, Central and North Terminals
11	11	22	<b>PM and CM TOTAL</b>

***The following is a detailed explanation of our proposed technician deployment during the BHS AM & PM Operational Hours, which coincides with our existing staffing and planning for our current contract at the South and Central Terminals:***

From the inception of our existing project, the Management Team quickly recognized bag hygiene issues unique to the MIA airport, along with system design and configuration pinch points, and understood that effective loop oversight was 'mission critical' to the operational success of the Baggage System (when there is a condition in and around the loop, the entire loop area comes to a standstill, and no other bags can enter the loop for screening). To





accentuate this point year to date (YTD) we have experienced 24, 588 jams/faults throughout the BHS at concourses F & J. There are several types of malfunctions that occur in and around the loop areas, including regular jams, oversize bags, missing bags, motor overloads, and position faults. With respect to bag jams, each type of jam has its unique cause and effect, but baggage hygiene is usually at the heart of the problem. For this reason, we have strategically placed one (1) technician at loop 1, one (1) technician at loop 2, one (1) technician at the crossover pushers/manual encoding stations, and one (1) technician at the suspect/clear bag lines during operational hours, not only to comply with the immediate response time per contractual requirements, but to maintain smooth and fluent bag system operation and to avoid cascading. Historical analysis of these critical areas reveals the following year to date (YTD) jams/faults activity:

EDS1 / EDS2 (loops 1&2)	1,315
XO-1-2-3 (crossover pushers )	1,350
ME1 & ME2 (manual encoders)	418
CB / SB (suspect & clear lines)	172

There are two critical sections that experience the majority of all of our jams during peak operational hours. These two areas are ML1-01 and ML2-01. The most frequent type of jam or fault in these areas occurs with suspect bags and the most prominent cause is bag spacing; when the bags are not spaced properly, the diverter hits one and then cannot open and close quickly enough to complete the function accurately for the next bag. As a result, the first bag will be diverted and the second bag, which should have been diverted, is not able to be diverted. Year to date (YTD) we have experienced 17,579 jams/faults between ML1 and ML2 combined (Note: this number will significantly increase, since peak operational volumes take place the last two (2) months of the year), the majority of these jams/faults take place during peak operational hours. Because of the complexity of the system design, this type of jam/fault takes approximately two (2) minutes to clear and, because of that, we station a dedicated technician to support the two main line sections identified. The ML1-01 and ML2-01 are highly critical areas because when bag jams or faults occur in this area, cleared bags cannot be sorted onto the proper piers, and suspect bags cannot be diverted for inspection into the TSA Room as required. When bags are mechanically diverted from one conveyor to another, baggage hygiene is essential to successfully completing this process thus requiring dedicated technicians at these positions.

Another critical area for technician deployment is the outbound clear section of the conveyors which requires a technician to attend to possible jams/faults. The most typical of these jams or faults being pusher failed extended or at home and chute jams. The BHS has fifty (54) pushers, forty nine (49) of these are located within both mainlines on the piers. These types of jams/faults occur when pushers cannot complete their operational cycles from start to end. These jams or faults are the most complex and difficult to clear, at times taking as long as five (5) minutes to reset the pusher. Assisting the technician in this area is another technician responsible for any errors, faults or malfunctions to the inbound claim devices for both domestic and international, oversize belts, lower level ticket counter conveyors, and their associated mainlines. The year to date (YTD) jams/faults experienced in these areas are detailed below:

Pier Pushers 1 – 25	1,554
Lower TC Conveyors and Mainlines (CS3, CC3, CC2, TC1 thru TC8, ML1, ML2, RA, RC)	1,663



Claim Devices and Oversize Belts 537  
 (CD1 thru CD6, IB1 thru IB5 and OS1 thru OS3)

Further to the assignment distribution of the technicians during operational hours, we position one (1) technician responsible for all activities at the ticket counters for both the second and third floors. The most typical type of error, fault or malfunction in this area is improper bag spacing on the conveyor belt, as well as premature deployment of e-stops by ticketing agents.

With respect to the remaining areas of responsibility for the technicians during operational hours, we will position four (4) technicians who are mobile and who are strategically located on the airport in an effort to meet the allotted response times for system faults and malfunctions. We will position two technicians responsible for the O&M Services at Concourse F, and the inbound and outbound devices from Concourse F to Concourse H, where Copa's outbound device is located. We will position the other two technicians at American Airlines inbound, both domestically and internationally, and who will be responsible for the rest of the inbound and outbound devices up to Concourse F.

With respect to the PM Technicians, once the daily operational peak demands subside, the PM Technicians will be tasked to complete assigned preventive maintenance (PM) and/or corrective maintenance (CM) which are prioritized and assigned for the South, Central and North Terminals under the direction of the Management Team with assistance from the CROWOC on shift.

**Laborer Journeymen**

We propose to utilize forty-one (41) Laborer Journeyman or workers (with twenty-two (22) workers provided by our sub-contracting partner, Systems Integration and Maintenance, Inc – SIMS) whose duties will include baggage handling for transfer lines (Concourse J & F), baggage handling for miss-sort piers (Concourse J & F), manual encoding (Concourse J & F), tub recirculation (Lower, 2<sup>nd</sup>, and 3<sup>rd</sup> floor level), manning support at the TSA CBRA room, Concourse J & F), baggage handling for the oversize belts and floor walks, and bag system cleaning.

***The following is the distribution of the forty-one (41) workers by scheduled shift and position location:***

<b>Laborer Journeymen</b>			
<b>AM</b>	<b>PM</b>	<b>TOTAL</b>	<b>LOCATION</b>
1	1	2	TRANSFER LINE (Conc. J & F)
4	5	9	MISSORT PIER (Conc. J & F) – OS 4
3	3	6	MANUAL ENCODING (Conc. J & F)
4	4	8	TUB RECIRCULATION
0	1	1	TSA CBRA ROOM
1	1	2	OVERSIZE BELTS – OS 2 and OS 3
1	1	2	FLOOR WALK
0	1	1	CLEANING
<b>14</b>	<b>17</b>	<b>31</b>	<b>TOTAL</b>
		10	RELIEF - DAYS OFF
		<b>41</b>	<b>FINAL TOTAL</b>

***The following is a detailed explanation of our proposed workforce deployment during the BHS AM & PM Operational Hours:***

Transfer Lines (Concourse J & F): The Transfer Lines at Concourse J & F are operational between the hours of 0600 to 2300. It is critical that our personnel working the Transfer Line properly identify the destination of each connecting bag and apply the appropriate pier tag, since these bags do not have a live Baggage Source Message (BSM). Additionally, bags are placed on the transfer belt in accordance to established baggage hygiene standards, with oversized pieces hand delivered to the appropriate pier.

Miss-sort Piers (Concourse J & F): The Miss-sort Piers at Concourse J are operational between the hours of 0400 to 2330; however, for the majority of the time from October through January, the Miss-sort Piers require operational coverage 24-hours daily. Approximately ten (10%) percent of all bags processed end up at this location (currently JBT processes an average of 14,000 bags per day, and as many as 20,000 bags during the holiday periods) to be manually sorted and transported to the designated piers. Bags are loaded on specialized long bed electric carts and delivered to the various piers throughout the day in a continuous shuttling manner to ensure no mishandled baggage. (Note: All bags arriving at Oversize Belt #4 are handled by the same staff at the Miss-sort Piers, and are treated and processed in the same manner.) Responsibility for this area requires a minimum of four (4) workers during non-peak hours, which escalates to a maximum of six (6) workers during the peak operational hours from 1200 to 1800.

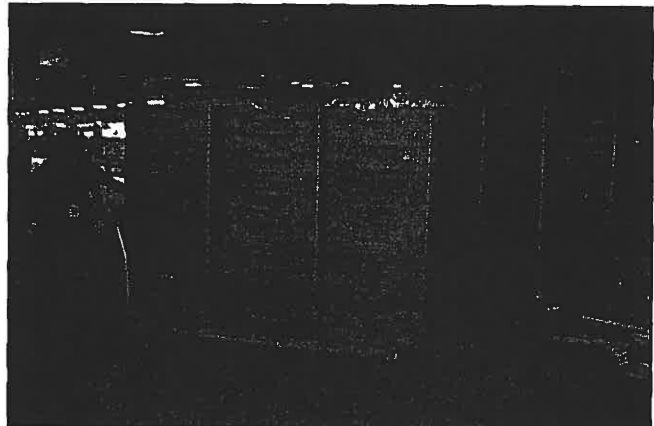


Manual Encoding (Concourse J & F): The Manual Encoding at Concourse J & F has three (3) manual encoding stations which require staffing from the hours of 0300 to 2300. However, for the majority of the time from October through January, the manual encoding requires operational coverage 24-hours daily. With the aid of laser guns, these Manual Encoders are responsible for the manual sortation of bags diverted to the appropriate areas due to the inability of the system's Automatic Tag Readers (ATRs), or scanner arrays to properly identify the bag tags. This is a constant occurrence because of the high percentage of baggage that defaults to the manual encoding stations, due to the absence of timely BSMs, obstructions, and/or inability to identify baggage tags or poor bag tag quality.



Tub Recirculation: The Tub Recirculation duties are accomplished continually between the hours of 0300 to 2300. All tubs are carted to the various ticket counter locations by the assigned worker(s), and with the aid of other journeymen laborers and technicians as required. The tub recirculating activities occur on a consistent basis throughout the daily system operation which requires tubs to be collected from the various piers loaded onto hand carts and transported via elevators to the ticket counters. This task consists of various functions throughout all levels of the facility, as described below:

- Lower Level – Tubs are gathered throughout the facilities and loaded on in-house made towable-units, placed on push carts, and pre-positioned in staging areas to be sent upstairs.
- 2nd Floor Level – Ticket counters are replenished with tubs on a continual basis throughout the day by the movement of tubs from the ground floor to the departure level via elevators. Tubs are transported in push carts and placed at all eight (8) ticket counter areas and sidewalk check-in positions.
- 3rd Floor Level – Baggage for international arriving and connecting passengers is introduced in the system on this floor level, and tubs are delivered to this area via a second set of elevators accessible from the departure level.
- Cruise Ship Counters – Cruise ship passengers are numerous on weekends, Friday thru Monday, and baggage destined for carriers in the South Terminal are checked at these counters. Tubs are delivered to these areas, on cruise days, between the hours of 0800 to 1400.



Tub recirculation is a critical component of baggage hygiene compliance and as such the carriers are instructed to tub all baggage if possible (if it fits in a tub, place it in a tub). A review of our CMMS database reveals that over sixty (60%) percent of all baggage jams are attributed to baggage hygiene issues, i.e., lack of tub usage and improper baggage spacing. This is the reason why the operation requires the recirculation of over ten thousand (10,000) tubs on a daily basis, a task that a staff of four (4) workers cannot handle during peak operational hours. As a result, from 1200 to 1800, laborer journeymen and technicians are assigned to assist in this process which escalates to as many as six (6) people to recirculate tubs during this peak period.

TSA CBRA Room: The TSA operation requires that JBT staff the CBRA Room with one (1) worker from 1200 to 1800, which typically is the peak period during each day. The workers are required to remove all the bags from the suspect bag lines and place them on the inspection tables for TSA inspection. Also, the worker ensures that bags that are near departure time are identified and given inspection priority by TSA to ensure timely processing, thus avoiding lost time baggage. The TSA staffing is particularly critical because system design issues cause numerous bags to default to the CBRA room due to max recirculation and main line obstructions. During these particular times, the JBT worker removes and reloads the bags accordingly onto the re-induction belt. The main objective and reason for this staffing requirement is to clear the suspect bag lines in a timely manner, avoiding system gridlock.



Oversize Belts: The South Terminal and its predominately international airline tenants are responsible for what many refer to as a mini-cargo operation in an airport setting. For the most part, the passenger baggage accepted and processed by the air carriers is typically oversized in nature and cannot be processed through the ticket counters, which is why the three (3) oversize belts must be manned by JBT workers during operational hours. The Oversize Belts process over 700 bags daily, and over 2,000 bags daily during holiday periods, which are manually handled at these belts. The oversize bags are picked up and loaded on specialized electric carts and delivered to the designated piers on a constant shuttling requirement which requires two (2) workers per shift to handle the system requirements. (FYI – BAGS FROM OS4 ARE HANDLED BY MISSORT PIER OPERATORS)

Floor Walk: Frequently a number of bags end up at incorrect piers throughout the system due to a variety of reasons i.e., old tags not removed from baggage, incorrect bag tags, bag jams, etc. These misplaced bags require JBT workers to continuously hand deliver, or floor walk bags, to the correct designated piers. The manual process is handled in combination with the oversize belt functions and involves the same workers as described above.

Cleaning: The cleaning duties for the North, Central, and South Terminals are a new responsibility in this RFP. We plan to perform these comprehensive cleaning duties from 2100 to 0700 daily, which will require at a minimum one (1) dedicated worker daily assisted by the support of the dayshift personnel to accomplish the necessary duties and tasks.

### **Control Room Operators/Work Order Coordinators**

We propose to utilize four (4) Control Room Operators (CRO)/Work Order Coordinators (WOC) to provide 24/7 coverage of monitoring of the baggage system operation and performance. The coordination of flight activities, pier assignments, and accurate system monitoring are paramount for a successful and smooth operation of the baggage sortation system. The CROWOC are responsible to coordinate with all airlines any schedule changes that take place, and to update the system's database as necessary; while at the same time ensuring clear and timely communication with all air carriers.

In conjunction with their system monitoring duties, the CROWOC will manage the COMM CENTER for all incoming service calls and/or requests from various stakeholders including the Airlines, TSA and MDAD. The CROWOC will provide oversight for dispatching via radios the system faults, service calls, or requests to the designated technicians and workers to the appropriate work areas for corrective response and action.

The CROWOC will be responsible for all recordkeeping activities, logging all system malfunctions and faults which will be loaded into the Computerized Maintenance Management System (CMMS), including the complete documentation of all preventive and corrective maintenance work orders performed by various workers. The duties include the monthly generation and distribution of all reporting documents.

Further to the responsibilities of the CROWOC, and over the past five (5) years, these CROWOC(s) have developed collaborative relationships with TSA by assisting their agents in the daily activities related to the operation of the BHS; these crucial activities include:



- EDS machine functionality and monitoring
- Staffing levels in manual and visual inspection rooms
- Coordination of oversize locations and distribution of work load
- Cooperation/Coordination with MORPHO (EDS machine maintenance provider)
- Anticipation of system conditions that would significantly impact TSA and coordinating alternative planning with their management staff

The current CRO/WOC group, most of whom who have been with JBT for the last five (5) years and from the start of the project, have developed quality customer service skills and have become a critical piece or extension of the management team. The CRO/WOC have performed on behalf of Supervisors, when necessary, as these individuals have demonstrated the capability for handling the daily operation requirements and challenges, including the activation and coordination of system malfunctions, repairs, and contingency or emergency actions.

Our plan with regards to manning the Control Room at Concourse F will be to continue to utilize maintenance workers assigned to work in the area to monitor the control room. All work activities at the alternative Control Room will be coordinated with the CRO/WOC on duty.

### **Inventory Specialist**

As we do currently, we will continue to utilize an Inventory Specialist to oversee the organization of the spare parts inventory which involves ensuring that the operation has the critical spare parts on hand for immediate use when necessary. The size of the MIA operation makes this role significant in maintaining an overall smooth performance. The key role of the Inventory Specialist is to manage the value and balance of the inventory in the best possible scenario for MDAD, and to meet the operational demands and needs of the system maintenance activities. The Inventory Specialist is responsible for procurement of parts and services by obtaining competitive bids to satisfy contractual requirements in conjunction with providing the best value for MDAD. All inventory activities and transactions are documented in the Computerized Maintenance Management System (CMMS), which is also used to monitor and track usage and to ensure stock levels are maintained appropriately.

### **Administrative Assistant**

We plan to utilize an Administrative Assistant, as we do now, to support the Management Team by ensuring that there are no disruptions in available workforce while keeping and maintaining the organization in an orderly manner. The responsibilities of this individual include oversight coordination of the new hiring processing, payroll, benefit administration and attendance control as well as coordination of all accounting functions, including accounts payables and receivables, and providing the essential administrative support to the local JBT management staff.



***The following is our comprehensive approach, with specifics to our Policies, Procedures and Techniques in providing the required O&M Services, and include the following topics:***

- ***Maintenance Program***
- ***Computerized Maintenance Managements System (CMMS)***
- ***Quality Assurance/Quality Control (QA/QC)***
- ***Customer Service***
- ***Training***
- ***Material Management***
- ***HSE Management***
- ***Safety Program***
- ***Continuous Improvement Program***



**Exhibit B**  
**County Letter**



Miami-Dade Aviation Department  
P.O. Box 025504  
Miami, Florida 33102-5504  
T 305-876-7000 F 305-876-0948  
www.miami-airport.com

Commercial Airport.  
Miami International Airport

miamidade.gov

General Aviation Airports  
Dade Collier Training & Transition  
Homestead General  
Kendall Tamiami Executive  
Opa-locka  
Opa locka West

May 31, 2013

Mr. Dan Carmichael, Exe. VP & CFO  
Oxford Electronics Inc. d/b/a Oxford Technical Services  
474 Meacham Avenue  
Elmont, NY 11003

Via Email: [dcarmichael@oxford1.com](mailto:dcarmichael@oxford1.com) / FedEx

**Re: Request for Proposals for Baggage Handling System O&M (BHS O&M) at  
Miami International Airport (MIA) RFP No. MDAD-06-11**

Dear Mr. Carmichael:

In accordance with the Evaluation/Selection Committee's recommendation at the May 3, 2013 Public Hearing Meeting for the referenced solicitation, the Miami-Dade Aviation Department (MDAD) has received authorization from the County Mayor to proceed with negotiations (copy attached). Accordingly, MDAD will be providing your firm with a formal invitation to the negotiations.

At this time, we will require your firm to provide MDAD with your staffing plan for the BHS O&M operation at MIA. The staffing plan should be in a narrative form with spreadsheets and detailing at a minimum, the number of employees, assigned areas of responsibilities, projected schedule(s), and any contingency plans designed to address peak levels and/or unforeseen spikes in baggage handling, as specified in RFP No. MDAD-06-11, Form of Non-Exclusive Operator Agreement for the BHS O&M at MIA, Exhibit A - BHS O&M Technical Specifications. Please submit the staffing plan to me by COB June 12, 2013.

Your prompt attention is greatly appreciated

Very truly yours,

Pedro J. Betancourt, Aviation Sr. Procurement Contract Officer  
Miami-Dade Aviation Department

PB  
Enclosure

c: David Murray, Marie Clark-Vincent, Clerk of the Board; Evaluation/Selection Committee; File

(Per recommended staffing)		Direct Salary Individual Hourly Rate	Fringes	Direct Salary Individual Yearly Salary	Total Yearly Salary	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total Cost for 10 Year Service Contract
<b>1.0 On-Site BHS O&amp;M Staff</b>																
General Manager	1	\$0.00	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Administrative	1	\$0.00	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Parts Supervisor	1	\$0.00	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Shift Supervisors	4	\$0.00	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Work Order Coordinators	4	\$0.00	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MRT-1 Mechanical*	32	\$29.23	\$15.32	\$92,664	\$2,965,248	\$3,054,205	\$3,145,832	\$3,240,207	\$3,337,413	\$3,437,535	\$3,540,661	\$3,646,881	\$3,756,287	\$3,868,976	\$3,985,045	\$3,985,045
MRT-2 Electrical*	8	\$30.11	\$14.26	\$92,290	\$738,317	\$760,466	\$783,280	\$806,779	\$830,982	\$855,912	\$881,589	\$908,037	\$935,278	\$963,336	\$992,236	\$992,236
MRT-2 PLC*	4	\$30.11	\$14.26	\$92,290	\$369,158	\$380,233	\$391,640	\$403,389	\$415,491	\$427,956	\$440,794	\$454,018	\$467,639	\$481,668	\$496,118	\$496,118
General Laborer*	32	\$14.50	\$6.97	\$44,658	\$1,429,043	\$1,471,914	\$1,516,072	\$1,561,564	\$1,608,401	\$1,656,653	\$1,706,352	\$1,757,543	\$1,810,269	\$1,864,577	\$1,920,515	\$1,920,515
<b>BHS O&amp;M Staff SUB TOTAL**</b>						<b>\$5,666,819</b>	<b>\$5,836,824</b>	<b>\$6,011,929</b>	<b>\$6,192,287</b>	<b>\$6,378,055</b>	<b>\$6,569,397</b>	<b>\$6,766,479</b>	<b>\$6,969,473</b>	<b>\$7,178,557</b>	<b>\$7,393,914</b>	<b>\$64,963,734</b>
*Responsible Wage Rate (Formatted at 3% Annual Escalation)																
**Minimum Staff Required																
<b>2.0 GENERAL CONDITIONS (EXPENSE CATEGORIES)</b>																
GENERAL CONDITIONS SUB TOTAL						\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Subtotal Annual Cost For Services</b>						<b>\$5,666,819</b>	<b>\$5,836,824</b>	<b>\$6,011,929</b>	<b>\$6,192,287</b>	<b>\$6,378,055</b>	<b>\$6,569,397</b>	<b>\$6,766,479</b>	<b>\$6,969,473</b>	<b>\$7,178,557</b>	<b>\$7,393,914</b>	<b>\$64,963,734</b>
<b>3.0 Dedicated Allowance Account for Additional Services</b> (\$5,000,000 for 10 Years)						\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
<b>4.0 Dedicated Allowance Account for Parts</b> (\$10,000,000 for 10 Years)						\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
<b>5.0 Dedicated Allowance Account for Training</b> (\$2,000,000 for 10 Years)						\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
<b>6.0 Dedicated Allowance Account for Reimbursement of Rent</b> (\$4,500,000 for 10 Years)						\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000
<b>7.0 Dedicated Allowance Account for TSA Funded Work</b> (\$30,000,000 for 10 Years)						\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000
<b>8.0 Sub-Total</b>						<b>\$10,816,819</b>	<b>\$10,986,824</b>	<b>\$11,161,929</b>	<b>\$11,342,287</b>	<b>\$11,528,055</b>	<b>\$11,719,397</b>	<b>\$11,916,479</b>	<b>\$12,119,473</b>	<b>\$12,328,557</b>	<b>\$12,543,914</b>	<b>\$116,863,734</b>
<b>10.0 General Allowance Account</b> (Ten Percent (10%) of Sub-total)						\$1,081,682	\$1,098,682	\$1,116,193	\$1,134,229	\$1,152,806	\$1,171,940	\$1,191,648	\$1,211,947	\$1,232,856	\$1,254,391	\$11,646,373
<b>11.0 Inspector General Audit Account</b> (0.025% of Sub-total including GA Allowance Account)						\$29,746	\$30,214	\$30,695	\$31,191	\$31,702	\$32,228	\$32,770	\$33,329	\$33,904	\$34,496	\$320,275
<b>12.0 Yearly Totals</b>						<b>\$11,928,248</b>	<b>\$12,115,720</b>	<b>\$12,308,817</b>	<b>\$12,507,708</b>	<b>\$12,712,563</b>	<b>\$12,923,565</b>	<b>\$13,140,897</b>	<b>\$13,364,749</b>	<b>\$13,595,317</b>	<b>\$13,832,801</b>	
<b>13.0 Ten (10) Year Total (Includes Initial 5 year Term &amp; Extensions)</b>																<b>\$128,430,382</b>



MIAMI-DADE AVIATION DEPARTMENT  
 CONTRACTS ADMINISTRATION DIVISION  
 MIAMI-DADE COUNTY, FLORIDA

## NOTICE OF CONTRACT AWARD RECOMMENDATION

<b>PROJECT NAME:</b> Baggage Handling System Operation & Maintenance at Miami International Airport	<b>PROJECT No.:</b>	RFP No. MDAD-11-14
<b>CONTRACT OFFICER (CO):</b> Pedro J. Betancourt, CPPO, PMP, LEED® AP O+M	<b>CO's PHONE No.:</b>	(305) 876-7345
	<b>DATE:</b>	April 24, 2015

You are hereby notified that the County Mayor has recommended John Bean Technologies Corporation - JBT Airport Services for award of the above referenced project.

Participants in this solicitation may protest this recommendation in accordance with the provisions of Section 2-8.4 of the Miami-Dade County Code, as amended. To request a copy of any ordinance, resolution, or administrative order, please contact the Clerk of the Board at (305) 375-5126.

Should you have any questions, please contact the Contract Officer at the number listed above.

  
 \_\_\_\_\_  
 Signature

**DISTRIBUTION:**

NAME	COMPANY NAME - ADDRESS	E-MAIL ADDRESS - FAX
Anthony Dalia, President, & CEO Oxford Electronics Inc. d/b/a Oxford Airport Technical Services	474 Meacham Avenue Elmont, NY 11003	Email: <a href="mailto:adalia@oxford1.com">adalia@oxford1.com</a>
Brent Ahlstrom, General Manager John Bean Technologies Corporation JBT Aero Tech – Airport Services	1805 West 2550 South Ogden, UT 84401	Email: <a href="mailto:brent.ahlstrom@jbt.com">brent.ahlstrom@jbt.com</a>
Michael Conner, General Manager Elite – Webb Joint Venture	1505 Luna Road, Suite 100 Carrollton, TX 75006	Email: <a href="mailto:mconner@elitelineservices.com">mconner@elitelineservices.com</a>

- C: Clerk of the Board
- David Murray, CAO
- Dan Agostino, MDAD
- Debra Shore, MDAD
- Project File

**MIAMI INTERNATIONAL AIRPORT**

MAILING ADDRESS: PO BOX 025504, MIAMI, FLORIDA 33102-5504 • 4200 NW 36 ST, SUITE 400, MIAMI, FLORIDA 33122




# Memorandum



**Date:** April 23, 2015

**To:** Christopher Agrippa  
Director, Clerk of the Board

**From:** Tony Quintero  
Associate Aviation Director 

**Subject:** Award recommendation for Non-Exclusive Operator Agreement for Baggage Handling System Operation & Maintenance at Miami International Airport, RFP No. MDAD-11-14, to John Bean Technologies Corporation - JBT Airport Services, in the amount of \$163,280,939.00

Please accept the attached County Mayor's award recommendation for the subject contract pursuant to the filing provisions contained in Ordinance No. 94-26, as amended by Ordinance No. 94-72. The item is scheduled for the May 14, 2015, Trade and Tourism Committee meeting.

Accepted by: 

Clerk's Stamp:

CLERK OF THE BOARD  
2015 APR 24 PM 12:37  
CLERK, CLERK OF THE BOARD  
MIAMI-DADE COUNTY, FLA.  
#1



# Memorandum

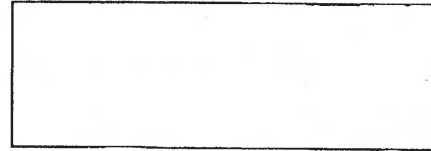


**Date:** April 23, 2015

**To:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor

**Subject:** Award recommendation for Non-Exclusive Operator Agreement for Baggage Handling System Operation & Maintenance at Miami International Airport, RFP No. MDAD-11-14, to John Bean Technologies Corporation - JBT Airport Services, in the amount of \$163,280,939.00



## RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the award of a Non-Exclusive Operator Agreement for Baggage Handling System Operation and Maintenance (BHS O&M) at Miami International Airport (MIA) to John Bean Technologies Corporation - JBT Airport Services (JBT) in the amount of \$163,280,939.00 and authorize the Mayor or the Mayor's designee to execute the Agreement attached hereto, with the exhibits on file with the Clerk of the Board.

## SCOPE

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

## DELEGATED AUTHORITY

In accordance with Miami-Dade County Code Section 2-8.3, related to identifying delegation of Board authority contained within the subject agreement, the Aviation Director or designee has the authority to exercise all provisions contained therein, including but not limited to termination and extension provisions.

## FISCAL IMPACT/FUNDING SOURCE

The source of funding for this Agreement is the Miami-Dade Aviation Department's (MDAD) Operating Budget and the Transportation Security Administration (TSA). The total contract amount for operating and maintaining the BHS System for the initial five-year term and five (5) one-year renewal options is \$163,280,939.00. A total of \$133,280,939.00 will be funded by the MDAD operating budget, and \$30,000,000.00 will be funded by the TSA.

## TRACK RECORD/MONITOR

JBT has performed satisfactorily as the current operator under the existing Baggage Handling System Operation and Maintenance Contract (ITN-MDAD-01-06). The MDAD staff member responsible for monitoring this project is MDAD's Facilities Superintendent Neil Wyatt.

## DUE DILIGENCE

Pursuant to Resolution No. R-187-12, due diligence was conducted to determine JBT's responsibility, including verifying corporate status and that no performance or compliance issues exist. The following searches revealed no adverse findings for the proposing entity: Small Business Development database, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties list.

**BACKGROUND**

A Request for Proposals was advertised on October 2, 2014, to solicit proposals from interested parties to operate, maintain, and repair all specified inbound and outbound automated and manual sortation Baggage Handling Systems and their related equipment located in the following concourses at MIA:

- Concourse D (Inbound Only)
- Concourse E (Inbound and Outbound)
- Concourse F (Inbound and Outbound)
- Concourse G (Inbound and Outbound)
- Concourse H (Inbound and Outbound)
- Concourse J (Inbound and Outbound)

On December 5, 2014, proposals were received from the following three (3) firms:

- Elite – Webb Joint Venture
- Oxford Electronics, Inc. d/b/a Oxford Airport Technical Services
- John Bean Technologies Corporation - JBT Airport Services

The Evaluation/Selection Committee held a Prescreening Meeting on January 22, 2015, and reviewed the submitted proposals. The Committee recommended oral presentations from all responsive proposers.

The Committee invited the firms to a Public Hearing on February 12, 2015, and heard presentations from the following responsive firms:

- Elite – Webb Joint Venture
- Oxford Electronics, Inc. d/b/a Oxford Airport Technical Services
- John Bean Technologies Corporation - JBT Airport Services

After the oral presentations by the firms, the Committee undertook an evaluation and ranking process. Upon concluding the technical proposal ranking, the price proposals were reviewed and read aloud. As a result, the Committee recommended John Bean Technologies Corporation - JBT Airport Services for negotiations for the Non-Exclusive Operator Agreement for the Baggage Handling System Operation and Maintenance. The overall ranking is reflected below:

<b>OVERALL RANKING</b>					
<b>PROPOSER</b>	<b>TECHNICAL CRITERIA POINTS</b>	<b>TOTAL PRICE POINTS</b>	<b>OVERALL SCORE (Technical &amp; Price)</b>	<b>PROPOSED PRICE AMOUNT</b>	<b>OVERALL RANKING</b>
JBT	366	94	460	\$163,844,707.00	1
Elite – Webb	313	100	413	\$154,443,599.00	2
Oxford	286	88	374	\$176,261,592.00	3

Subsequently, the appointed Negotiation Committee successfully negotiated an Agreement with the top-ranked firm, John Bean Technologies Corporation - JBT Airport Services.

**PROJECT:** Baggage Handling System Operation and Maintenance at MIA

**PROJECT NO.:** RFP NO. MDAD-11-14  
**COMPANY NAME:** John Bean Technologies Corporation - JBT Airport Services  
**COMPANY PRINCIPAL(S):** Thomas W. Giacomini, Chairman, President, CEO  
**LOCATION OF COMPANY:** 1805 West 2550 South  
 Ogden, Utah 84401  
**GENDER/ETHNICITY OWNERSHIP:** Publicly Traded (NYSE)  
**YEARS IN BUSINESS:** 20  
**CONTRACT AMOUNT:** \$163,280,939.00

	<b>AMOUNT</b>
Total Payment for the five-year Term*	\$34,820,769.00
First one-year Extension*	\$7,588,560.00
Second one-year Extension*	\$7,811,120.00
Third one-year Extension*	\$8,040,231.00
Fourth one-year Extension*	\$8,276,084.00
Fifth one-year Extension*	\$8,518,879.00
<b>SUBTOTAL</b>	<b>\$75,055,643.00</b>
General Conditions	\$21,511,407.00
Dedicated Allowance Account for Additional Services	\$5,000,000.00
Dedicated Allowance Account for Parts	\$10,000,000.00
Dedicated Allowance Account for Training	\$2,000,000.00
Dedicated Allowance Account for Reimbursement of Rent	\$4,500,000.00
Dedicated Allowance Account for TSA funded Work	\$30,000,000.00
<b>SUBTOTAL</b>	<b>\$148,067,050.00</b>
General Allowance Account (10% of Sub-total)	\$14,806,705.00
<b>SUBTOTAL</b>	<b>\$162,873,755.00</b>
Inspector General Audit Account	\$407,184.00
<b>TOTAL CONTRACT AMOUNT**</b>	<b>\$163,280,939.00</b>

*\*Costs include furnishing all labor, supervision, routine maintenance, software/network support, consumables, expendables, equipment, and tools to adequately operate and maintain the Baggage Handling System at MIA.*

*\*\*The recommended total contract amount is \$5,108,008.00 below MDAD's total ten (10) year contract estimate which totaled \$168,388,947.00.*

**CONTRACT MEASURES:** Community Small Business Enterprise (CSBE) 32.32 percent  
 Goal  
 Small Business Enterprise (SBE) Goal 3.02 percent  
**CONTRACT MEASURES ACHIEVED AT AWARD:** SBE Construction 32.34 percent (\$8,508,952.17)  
 SBE Goods and Services 3.02 percent (\$18,058.39)  
**SBE CONSTRUCTION**



**SUBCONTRACTORS:** Systems Integration & Maintenance, Inc.

**SBE GOODS & SERVICES  
SUBCONTRACTORS:** Safety Source International, Inc.  
Sirely Uniforms Inc.  
A&B Hardware Inc. d/b/a A&B Hardware – Lumber Inc.  
Barlop Inc.  
Cenoffi Inc. d/b/a Best Office Products

**RESPONSIBLE WAGES:** Yes (Building)

**COMMUNITY WORKFORCE  
PROGRAM (CWP):** Ten (10) percent

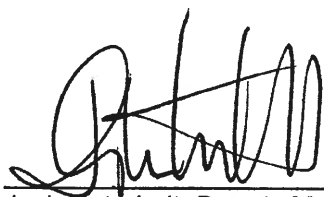
**PREVIOUS AGREEMENTS  
WITH THE COUNTY WITHIN  
THE PAST FIVE (5) YEARS:** Baggage Handling System Operation & Maintenance Contract  
(ITN-MDAD-01-06)

**TERM:** Five (5) years

**OPTION(S) TO RENEW:** The County reserves the right to extend the Agreement for up to five (5) separate one-year periods at the County's sole discretion, on the same terms and conditions. Notwithstanding the preceding, the County reserves the right to terminate the Agreement as described in the Agreement.

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

**INSPECTOR GENERAL:** Provisions included



Jack Osterholt, Deputy Mayor



## **COVER PAGE**

### **Monthly Project Status Report**

- 1. Miami International Airport – MIA**
- 2. Central and South Terminal CBIS/BHS Modernization Program**
- 3. OTA Contract Number HSTS04-13-H-CT1147**
- 4. August 5, 2015**



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## 1.0 Executive Summary of Activities

### **CURRENT STATUS:**

On July 1, 2015 Miami Dade Aviation Department (MDAD) authorized Burns & McDonnell to proceed the 70% BHS design, proceed with the detailed design of the CBIS/CBRA building and develop enabling works documents describing requirements to prepare the building site for construction of the CBIS/CBRA building.

Additionally, MDAD is continuing the process of procuring a Construction Manager At Risk (CMAR) / BHS Contractor team for the construction of the CBIS/CBRA/BHS project. A Request for Qualifications (RFQ) for these CMAR services was advertised on July 6, 2015, a Project Briefing and Site Inspection was held for interested proposers on July 27, 2015 and responses to the RFQ are scheduled to be received on August 14, 2015.

### **BACKGROUND:**

In November 2012 Miami Dade Aviation Department (MDAD) received correspondence from the Transportation Security Administration (TSA) offering consideration for CBIS/BHS Optimization efforts at Miami International Airport (MIA) for TSAs FY13 funded Recapitalization Project. The OTA has been executed in the amount of \$101,161,252 with an effective date of 19 September 2013 and a completion date of September 01, 2018.

Presently Concourses E through J at MIA are all currently served by CT machines that have reached, or are approaching, the end of their useful life and need to be replaced. Concourses E through G are served by 14 CT machines of varying models (CTX-5500s, CTX-9000s, and L3-6000s) located in the lobby and the bag room. Twelve of the machines are in stand-alone manual configuration, and the other two are exit integrated. Concourses H and J are served by two under-performing 5 -machine CTX-9000 matrices while a portion of H is served by 5 stand-alone L3-6000s near carousels 41, 42, and 43. In all cases where the equipment is not located in the lobby, it is located in an unconditioned space and in most cases, is exposed to the elements (heat and humidity). Optimization allows MDAD to completely replace the current screening operations in E through J with two new matrices, one to serve Concourses E, F, and G, and one to serve Concourses H and J. Concourse H & J matrix contains seven ISD machines, and the Concourse E, F, and G matrix contains five ISD machines. The matrices will be co-located in a new building centrally located between Concourses G and H. Each matrix will consist of two mainlines with Baggage Measuring Arrays (BMA)/Automated Tag Reader (ATR), an out-of-gauge line, ISD screening lines with Level 1 decision points, an OSR line with a Level 2 decision point and a CBRA with reinsertion line. These systems are currently designed around the MDI CTX-9800 ISD.

## 1. A Project Activities Completed Last 60 Days

- 1) Detailed site investigations including the development of an engineering survey of existing site conditions and the development of 3-D electronic models of existing conditions in the terminals;
- 2) Review and analysis by the Burns & McDonnell design team of the 30% Design Documents prepared in 2013 and the related TSA comments and the issuance of Program Verification Reports for the BHS design and the new CBIS/CBRA building;
- 3) Technical studies and coordination required for the development of the 70% BHS design;
- 4) Start of the detailed design for the new CBIS/CBRA building;
- 5) Study of existing conditions and the start of developing enabling works documents describing requirements to prepare the building site for construction of the CBIS/CBRA building; and
- 6) Issuance of an RFQ for Construction Manager at Risk (CMAR) services (July 6, 2015) and conducting a Project Briefing and Site Inspection with proposers (July 27, 2015).



## 1. B Upcoming Activities (Next 60 Days)

- 1) Address TSA comments on the 30% Design Documents and continue with the development of the 70% BHS design;
- 2) Complete the engineering survey of the CBIS/CBRA building site subsurface utilities and mobilize a geotechnical engineering firm to perform soil borings;
- 3) Continue with the detailed design for the new CBIS/CBRA building;
- 4) Continue with the development of enabling works permitting and contract documents describing requirements to prepare the building site for construction of the CBIS/CBRA building;
- 5) Begin the development of enabling works documents that will prepare the existing South and Central Terminal areas for the installation of the new BHS system; and
- 6) Receive and review CMAR proposals in response to the Request for Qualifications.

## 1. C Key Project Issues

- 1) Do to the circumstances beyond Miami Dade Aviation Department's (MDAD) control the procurement of the A/E services the project is projected to be nine months behind schedule. MDAD continues to evaluate all alternatives to accelerate the project so the reimbursable portion of the project can be invoiced within the allotted time.

## 2.0 PRELIMINARY Schedule

- 1) **Preliminary Key Milestones for CBIS/CBRA Building**
  - a. Award design contract for CBIS/CBRA/BHS Program: 05/05/2015
  - b. Design NTP: 05/12/2015
  - c. Award CM: 12/16/2015
  - d. Complete CBIS/CBRA Building Design: 01/29/2016
  - e. NTP Construction: 05/02/2016
  - f. Building Dry-In: 03/03/2017
- 2) **Preliminary Key Milestones for South Terminal CBIS/CBRA/BHS Reconfiguration and Central Terminal CBIS/CBRA/BHS Development**
  - a. Design NTP: 05/12/2015
  - b. BHS Design Complete: 04/01/16
  - c. NTP Construction: 05/30/16
  - d. EDS Delivery: 05/12/2017
  - e. TRR: 05/21/2018



- f. ISAT: 06/04/2018
- g. Removal of Existing ISDs/EDSs: TBC

### 3. A Projected Budget Overview & Budget Allocation

ROM estimate as of:		December 2014
<b>Work Package 1: CBIS/CBRA Building</b>		
Estimate: CBIS Building Construction Estimate (includes Contingency)		\$44,668,577
Estimate: CBIS Building Soft Costs (Design, Planning and Indirect Costs )		\$10,831,723
<b>TOTAL Work Package 1 Budget:</b>		<b>\$51,500,300</b>
<b>Work Package 2: South Terminal CBIS/CBRA/BHS</b>		
Estimate: South CBIS/BHS Construction Estimate (includes Contingency)		\$44,636,366
Estimate: South CBIS/BHS Soft Costs (Design, Planning and Indirect Costs )		\$11,888,634
<b>TOTAL Work Package 2 Budget:</b>		<b>\$56,525,000</b>
<b>Work Package 3: Central Terminal CBIS/CBRA/BHS</b>		
Estimate: Central CBIS/BHS (includes Contingency)		\$45,901,262
Estimate: Central CBIS/BHS Soft Costs (Design, Planning and Indirect Costs )		\$12,225,438
<b>TOTAL Work Package 3 Budget:</b>		<b>\$58,126,700</b>
<b>Total South &amp; Central Terminal CBIS/BHS Modernization Program Budget</b>		<b>\$166,152,000</b>
OTA Funding		\$101,161,252
MDAD Funding		\$64,990,748

### 3. B Detailed Budget Breakdown

MDAD has adjusted the budget to accommodate items that were not initially included in the original budget, see attached.

### 4.0 POINTS OF CONTACT LIST

Position	Name	Contact #	Email Address
Airport POC	Lauren Stover	305-876-7017	lstover@miami-airport.com
Airport Project Manager POC	Ricardo Solorzano	305-876-7809	rsolorzano@miami-airport.com
Designer	Tom Beckenbaugh	816-223-2682	tbeckenbaugh@burnsmcd.com





Construction Manager	To Be Determined		
TSA COTR	Bonnie Evangelista		
TSA CO	John Reed	571-227-1563	John.reed1@dhs.gov
Local TSA POC	Frank Souto		Frank.souto@tsa.gov
TSA Site Lead	Timothy Travis	727-244-3581	David.Travis@jacobs.com

### 5.0 ATTACHMENTS AND DELIVERABLES

Estimate Summary and Schedule dated July 7, 2015.









**CENTRAL TERMINAL BRIDGE (CTB) PROGRAM**

**UG42 - MIA Central Terminal Baggage Handling System Enhancement**

**Estimate Summary**

<b>UG42 - MIA Central Terminal Baggage Handling System Enhancement</b>				
			<b>Estimated Cost (2013 Dollars)</b>	<b>Escalated (3% * 3 YRS)</b>
BHS - South Area - Concourses H & J		\$	27,770,539	\$ 30,544,349
BHS - Central Area - Concourses E, F, & G		\$	28,557,495	\$ 31,409,908
Building Construction - Central and South Areas		\$	21,301,977	\$ 23,429,686
Allowance for U.G. Utilities Relocation and Pollution Abatement		\$	4,000,000	\$ 4,399,533
<b>Sub-Total</b>		\$	<b>81,630,011</b>	<b>\$ 89,783,476</b>
Design Development	15.00%	\$	12,244,502	\$ 13,467,521
General Contractor Fees	15.00%	\$	14,081,177	\$ 15,487,650
<b>Sub-Total Direct Cost</b>		\$	<b>107,955,690</b>	<b>\$ 118,738,647</b>
Owner's Allowance Account	10.00%	\$	10,795,569	\$ 11,873,865
IG	0.50%	\$	539,778	\$ 593,693
<b>Sub-Total</b>		\$	<b>11,335,347</b>	<b>\$ 12,467,558</b>
<b>Total Contract Award Amount</b>		\$	<b>119,291,037</b>	<b>\$ 131,206,205</b>
<b>A/E Services</b>				
A/E Basic	6.00%	\$	7,157,462	\$ 7,872,372
A/E Additional	3.50%	\$	4,175,186	\$ 4,592,217
Consulting Services (CIS)	4.00%	\$	4,771,641	\$ 5,248,248
Estimating / Scheduling	0.35%	\$	417,519	\$ 459,222
Permitting Costs	0.50%	\$	596,455	\$ 656,031
Program Management Direct Cost	4.00%	\$	4,771,641	\$ 5,248,248
<b>Sub-Total A/E Services</b>		\$	<b>21,889,905</b>	<b>\$ 24,076,339</b>
<b>Planning &amp; Indirect Costs</b>				
HNTB Costs	1.50%	\$	2,117,714	\$ 2,329,238
MDAD Costs	2.50%	\$	3,529,524	\$ 3,882,064
AHJ	1.50%	\$	2,117,714	\$ 2,329,238
AIPP	1.50%	\$	2,117,714	\$ 2,329,238
<b>Sub-Total Plan &amp; Indirect Costs</b>		\$	<b>9,882,666</b>	<b>\$ 10,869,778</b>
<b>Total Project Cost</b>		\$	<b>151,064,000</b>	<b>\$ 166,152,000</b>

# Meeting Notes



Meeting Subject: ILDT / Integrated Local Design Team Meeting - MIA South & Central  
CBIS-CBRA-BHS Project

Meeting Date: June 2, 2015

Start Time: 2:30 PM

Location: Concourse E – 6th Floor –Conference Room- Business Development

Project Name: MDAD CBIS/CBRA MIA

MDAD Project No.: T042A

<u>Attendees</u>	<u>Organization</u>	<u>Email</u>	<u>Telephone</u>
Ricardo Solorzano	MDAD	<a href="mailto:RSOLORZANO@MIAMI-AIRPORT.COM">RSOLORZANO@MIAMI-AIRPORT.COM</a>	305-876-7809
Steve LaPorta	BNP	<a href="mailto:slaporta@bnpassociates.com">slaporta@bnpassociates.com</a>	203-792-3000 203-733-0688(M)
Nick Triantafylidis	BNP	<a href="mailto:nickt@bnpassociates.com">nickt@bnpassociates.com</a>	203-858-0451
Brian Miller	Delta	<a href="mailto:brian.miller@delta.com">brian.miller@delta.com</a>	404-715-6967
Gilbert Lopez	JBT	<a href="mailto:GILBERT.LOPEZ@JBTC.COM">GILBERT.LOPEZ@JBTC.COM</a>	305-797-7309
Alda Bao-Garciga	MDAD	<a href="mailto:ABAO-GARCIGA@MIAMI-AIRPORT.COM">ABAO-GARCIGA@MIAMI-AIRPORT.COM</a>	305-869-1622
Ken Pyatt	MDAD	<a href="mailto:KPYATT@MIAMI-AIRPORT.COM">KPYATT@MIAMI-AIRPORT.COM</a>	305-870-7129
Dan Agostino	MDAD	<a href="mailto:Dagostino@miami-airport.com">Dagostino@miami-airport.com</a>	305-876-7138
Bob Binish	MAAG/AV AirPros	<a href="mailto:R.Binish@AvAirPros.com">R.Binish@AvAirPros.com</a>	972-800-6203
Susan Feeney	MDAD- Security	<a href="mailto:sfeeney@miami-airport.com">sfeeney@miami-airport.com</a>	305-876-7016
Blair Cox	JSM/B&M	<a href="mailto:Blair.cox@jsmandassociates.com">Blair.cox@jsmandassociates.com</a>	407-454-4131
Anne Lee	MDAD	<a href="mailto:alee@miami-airport.com">alee@miami-airport.com</a>	305-876-7731
Lauren Stover	MDAD	<a href="mailto:lstover@miami-airport.com">lstover@miami-airport.com</a>	305-876-7017
Jenny Deblois	MDAD	<a href="mailto:jdeblois@miami-airport.com">jdeblois@miami-airport.com</a>	305-876-0544
Javier Rodriguez	JBT	<a href="mailto:Javier.Rodriguez@JBTServices.com">Javier.Rodriguez@JBTServices.com</a>	305-731-9552
Brent Ahlstrom	JBT	<a href="mailto:Brent.ahlstrom@jbtc.com">Brent.ahlstrom@jbtc.com</a>	801-629-3121
Enrique Perez	MDAD	<a href="mailto:eperez@miami-airport.com">eperez@miami-airport.com</a>	305-809-3659
Pedro F. Hernandez	MDAD	<a href="mailto:phernandez@miami-airport.com">phernandez@miami-airport.com</a>	305-876-7928
John Reed	TSA	<a href="mailto:john.reed1@dhs.gov">john.reed1@dhs.gov</a>	
Mauricio Pizarro	Burns & McDonnell	<a href="mailto:mpizarro@burnsmcd.com">mpizarro@burnsmcd.com</a>	786-327-2579
Tom Beckenbaugh	Burns & McDonnell	<a href="mailto:tbeckenbaugh@burnsmcd.com">tbeckenbaugh@burnsmcd.com</a>	816-223-2682

Notes Prepared By: Tom Beckenbaugh

Date Notes Issued: June 5, 2015



1. The meeting began with introductions by all attendees. John Reed (TSA Southeast Deployment Coordinator / OTA COTR) participated via conference call. A copy of Sign-in Sheet is attached to these notes.
2. Ken Pyatt noted that a meeting agenda will be issued in advance of future ILDT meetings. Pedro Hernandez indicated that the agenda would be coordinated by his staff and for the next meeting and would include:
  - a. An engineering update (Burns and McDonnell);
  - b. A CMAR RFQ status update (MDAD); and
  - c. An update on enabling works activities (JBT).
3. ILDT Meetings are scheduled to be held on a bi-weekly basis, starting on June 23, 2015 as outlined in the schedule distributed by MDAD.
  - a. An additional ILDT Meeting will be held next week on June 9, 2015.
4. Bob Binish summarized the past ILDT Meeting items that need to be resolved:
  - a. The 30% Submittal TSA comments including bag counts.
  - b. The Project Schedule. The September 2018 sunset for TSA reimbursement is a significant concern.
  - c. Enabling work activities to remove baggage make-up devices from the footprint of the proposed new CBIS building.
  - d. The Construction Manager at Risk (CMAR) RFP schedule. The RFP was planned to be issued June 9, 2015.
5. Pedro Hernandez briefed the attendees on the status of the CMAR RFQ.
  - a. The RFQ is in the final stages of development by legal and MDAD staff and will be circulated for MDAD internal review on or about June 9<sup>th</sup>.
  - b. The RFQ has been revised to include language that will allow the BHS Integration Contractors to team with more than one CMAR firm. This approach will encourage more competition and will allow the selection committee to select the team with the most qualified CMAR and the most qualified BHS Integration Contractor.
  - c. CMAR firms and BHS Integration Contractors will be required to authenticate their experience:
    - For CMAR firms a minimum of 1 project of similar size and scope (but CMARs with less relevant experience will receive fewer points than CMAR firms with multiple similar project experience).

- For BHS Integration Contractors a minimum of 5 projects of similar size and scope.
  - d. June 19<sup>th</sup> is the target date for the circulation of the CMAR RFQ to the ILDT, with a discussion during the June 23<sup>rd</sup> ILDT meeting. The RFQ will be distributed to the ILDT as soon as it is available.
6. MDAD noted that the JBT contract was approved by the Miami-Dade County Board of County Commissioners today (June 2, 2015) and is awaiting the signature of the Mayor. This contract will be used as the vehicle for JBT to undertake enabling works task(s), as necessary, such as relocation of the baggage make-up devices from the footprint of the proposed new CBIS building. A site walk with JBT representatives was arranged for Friday, June 5<sup>th</sup> at 10:30am, meet at South Terminal Control Center.
  7. Pedro Hernandez noted that once the CMAR team is onboard and the design of BHS system(s) are finalized the procurement and storage of long lead items will be investigated.
  8. Pedro Hernandez indicated that the 30% CBIS building design will be revised to raise the ground floor by 2 feet to address flood criteria/future sea level rise. By County Ordinance future sea level rise is to be considered on current projects and will be required on all projects by 2025.
    - a. The CBIS building floor-to-floor heights will be optimized to suit the function and requirements for the CBIS; new floor elevations do not have to be at the same elevations as those in adjacent buildings.
    - b. Hallways / connectors will ramp up and down as necessary to account for the difference in elevation between adjacent existing facility spaces.
    - c. Future buildings at MIA, such as the planned Central Terminal, will be designed at the higher ground floor elevation.
  9. Bob Binish noted that the latest schedule indicates a duration of 70 days for the development of the 70% submittal to the TSA (the end of August 2015) and that this work should proceed quickly. It was agreed that BMcD/BNP would discuss the 70% Design Submittal requirements at the June 9th meeting.
  10. To accelerate the design team's Program Verification work, the meeting attendees were asked by the BMcD / BNP team to assist in determining the availability of the following information:
    - a. Bags Per Passenger (BPP) data;
    - b. Current Flight Schedule;

- c. Field Data Reporting System (FDRS) information from the EDS Machines;
- d. TSA Performance Information Management System (PIMS) Data; and
- e. CBIS Alarm Rates for each screening level, as well as Level 3 screening bag search time.

Gilbert Lopez indicated that JBT could provide information on the number of bags passing through the system each month. John Reed indicated that he would request FDRS, PIMS and alarm rate data. Dan Agostino will provide flight data.

To expedite the information request, it was agreed that BMcD / BNP would email a list of the requested information by June 3<sup>rd</sup>, to Ricardo Solorzano for distribution to the TSA and other stakeholders.

11. Tom Beckenbaugh (BMcD) briefed the meeting attendees on work performed and actions taken since the design contract was approved by the Miami-Dade County Board of County Commissioners on May 5, 2015.
  - a. The design team is currently reviewing the 30% design submittal, validating the assumptions that were made 2 years ago and identifying any changes to requirements such as changes to applicable codes and regulations.
  - b. The design team is developing a strategy to execute the design work to meet the aggressive schedule goals. Rather than developing the project design sequentially it is anticipated that the design work will proceed with several concurrent activities including:
    - i. The BHS Design;
    - ii. The development of Enabling Works documents;
    - iii. Existing Facility Work, such as clearing right-of-ways; and
    - iv. The design of the new building.
  - b. The goal is to have the site prepared, the BHS design suitable for GMP pricing and the building design ready for competitive bidding by the time the CMAR team contract is awarded at the end of 2015.

The next IDLT Meeting will be held at 1:00 PM on June 9, 2015 in Concourse E - 5th Floor - Deputy Director's Conf. Room/Fishbowl or via Conf. Bridge: (305) 876-8176 Meeting ID: 1130#.

The above Meeting Notes document our understanding of the topics discussed and conclusions reached and serve as the written record of the meeting. Please contact the author if your recollection of the topics discussed is different.



072108 Form GCO-29B

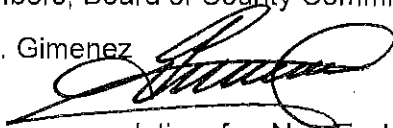
Client Miami Dade Aviation Department Page \_\_\_\_\_ of \_\_\_\_\_  
 Project SJC Terminal CBRS/BTS/ Date 6/2/15 Made By \_\_\_\_\_  
 CBRA/Program \_\_\_\_\_ Checked By \_\_\_\_\_  
ILDT Meeting Sign in Sheet Preliminary \_\_\_\_\_ Final \_\_\_\_\_

Name	Firm	Email	Telephone
TOM BECKENBOUGH	BURNS & McDONNELL	<del>tom.beckenbough@smc.com</del> tbeckenbough@burnsmcd.com	816-215-2672
RICARDO SOLONXIMO	MDAD	RSOLONXIMO@MIAMI-AIRPORT.COM	305-876-7809
STEVE LAPARTA	BNP	SLAPARTA@BNPASSOCIATES.COM	203-792-3000 203-733-0688 203-792-3000 203-858-0431
NICK TRIANTAFILIDIS	BNP	NICK@BNPASSOCIATES.COM	404-715-6967
BRIAN MILLER	DELTA	brian.miller@delta.com	305-797-7309
GILBERT LOPEZ	JBT	GILBERT.LOPEZ@JBTC.COM	305-869-1622
AIDA BAO-GARCIGA	MDAD	ABAO-GARCIGA@MIAMI-AIRPORT.COM	876-7129
KEN LYOTT	MDAD	KLYOTT@MIAMI-AIRPORT.COM	876-7138
Dan AGOSTINO	MDAD	Dagostino@MIAMI-airport.com	972-800-6203
Bob BINISH	MAAG/AVAIRPROS	R.BINISH@AVAIRPROS.COM	3/876-7066
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BLAIR COX	JSM/BJM	blair.cox@JSMANDASSOCIATES.COM	305-876-1731
ANNE LEE	MDAD	alee@miami-airport.com	305-876-7017
LAUREN STOVER	MDAD	lstover@miami-airport.com	305-876-0544
Jenny Deblois	MDAD	jdeblois@ " "	305-731-9552
Javier Rodriguez	JBT	Javier.Rodriguez@JBTServices.com	801-629-3124
Brent Ahlstrom	JBT	brent.ahlstrom@jbtc.com	305-869-3659
Suzanne Perez	MDAD	SPEREZ@MIAMI-AIRPORT.COM	305-876-7928
Pedro F Hernandez	MDAD	phernandez@miami-airport.com	



**Date:** June 2, 2015

**To:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Award recommendation for Non-Exclusive Operator Agreement for Baggage Handling System Operation & Maintenance at Miami International Airport, RFP No. MDAD-11-14, to John Bean Technologies Corporation - JBT Airport Services, in the amount of \$163,280,939.00

Agenda Item No. 8(A)(1)

Resolution No. R-475-15

**RECOMMENDATION**

It is recommended that the Board of County Commissioners (Board) approve the award of a Non-Exclusive Operator Agreement for Baggage Handling System Operation and Maintenance (BHS O&M) at Miami International Airport (MIA) to John Bean Technologies Corporation - JBT Airport Services (JBT) in the amount of \$163,280,939.00 and authorize the Mayor or the Mayor's designee to execute the Agreement attached hereto, with the exhibits on file with the Clerk of the Board.

**SCOPE**

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

**DELEGATED AUTHORITY**

In accordance with Miami-Dade County Code Section 2-8.3, related to identifying delegation of Board authority contained within the subject agreement, the Aviation Director or designee has the authority to exercise all provisions contained therein, including but not limited to termination and extension provisions.

**FISCAL IMPACT/FUNDING SOURCE**

The source of funding for this Agreement is the Miami-Dade Aviation Department's (MDAD) Operating Budget and the Transportation Security Administration (TSA). The total contract amount for operating and maintaining the BHS System for the initial five-year term and five (5) one-year renewal options is \$163,280,939.00. A total of \$133,280,939.00 will be funded by the MDAD operating budget, and \$30,000,000.00 will be funded by the TSA.

**TRACK RECORD/MONITOR**

JBT has performed satisfactorily as the current operator under the existing Baggage Handling System Operation and Maintenance Contract (ITN-MDAD-01-06). The MDAD staff member responsible for monitoring this project is MDAD's Facilities Superintendent Neil Wyatt.

**DUE DILIGENCE**

Pursuant to Resolution No. R-187-12, due diligence was conducted to determine JBT's responsibility, including verifying corporate status and that no performance or compliance issues exist. The following searches revealed no adverse findings for the proposing entity: Small Business Development database, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties list.

**BACKGROUND**

A Request for Proposals was advertised on October 2, 2014, to solicit proposals from interested parties to operate, maintain, and repair all specified inbound and outbound automated and manual sortation Baggage Handling Systems and their related equipment located in the following concourses at MIA:

- Concourse D (Inbound Only)
- Concourse E (Inbound and Outbound)
- Concourse F (Inbound and Outbound)
- Concourse G (Inbound and Outbound)
- Concourse H (Inbound and Outbound)
- Concourse J (Inbound and Outbound)

On December 5, 2014, proposals were received from the following three (3) firms:

- Elite – Webb Joint Venture
- Oxford Electronics, Inc. d/b/a Oxford Airport Technical Services
- John Bean Technologies Corporation - JBT Airport Services

The Evaluation/Selection Committee held a Prescreening Meeting on January 22, 2015, and reviewed the submitted proposals. The Committee recommended oral presentations from all responsive proposers.

The Committee invited the firms to a Public Hearing on February 12, 2015, and heard presentations from the following responsive firms:

- Elite – Webb Joint Venture
- Oxford Electronics, Inc. d/b/a Oxford Airport Technical Services
- John Bean Technologies Corporation - JBT Airport Services

After the oral presentations by the firms, the Committee undertook an evaluation and ranking process. Upon concluding the technical proposal ranking, the price proposals were reviewed and read aloud. As a result, the Committee recommended John Bean Technologies Corporation - JBT Airport Services for negotiations for the Non-Exclusive Operator Agreement for the Baggage Handling System Operation and Maintenance. The overall ranking is reflected below:

<b>OVERALL RANKING</b>					
<b>PROPOSER</b>	<b>TECHNICAL CRITERIA POINTS</b>	<b>TOTAL PRICE POINTS</b>	<b>OVERALL SCORE (Technical &amp; Price)</b>	<b>PROPOSED PRICE AMOUNT</b>	<b>OVERALL RANKING</b>
JBT	366	94	460	\$163,844,707.00	1
Elite – Webb	313	100	413	\$154,443,599.00	2
Oxford	286	88	374	\$176,261,592.00	3

Subsequently, the appointed Negotiation Committee successfully negotiated an Agreement with the top-ranked firm, John Bean Technologies Corporation - JBT Airport Services.

**PROJECT:** Baggage Handling System Operation and Maintenance at MIA

**PROJECT NO.:** RFP NO. MDAD-11-14

**COMPANY NAME:** John Bean Technologies Corporation - JBT Airport Services

**COMPANY PRINCIPAL(S):** Thomas W. Giacomini, Chairman, President, CEO

**LOCATION OF COMPANY:** 1805 West 2550 South  
 Ogden, Utah 84401

**GENDER/ETHNICITY OWNERSHIP:** Publicly Traded (NYSE)

**YEARS IN BUSINESS:** 20

**CONTRACT AMOUNT:** \$163,280,939.00

	AMOUNT
Total Payment for the five-year Term*	\$34,820,769.00
First one-year Extension*	\$7,588,560.00
Second one-year Extension*	\$7,811,120.00
Third one-year Extension*	\$8,040,231.00
Fourth one-year Extension*	\$8,276,084.00
Fifth one-year Extension*	\$8,518,879.00
<b>SUBTOTAL</b>	<b>\$75,055,643.00</b>
General Conditions	\$21,511,407.00
Dedicated Allowance Account for Additional Services	\$5,000,000.00
Dedicated Allowance Account for Parts	\$10,000,000.00
Dedicated Allowance Account for Training	\$2,000,000.00
Dedicated Allowance Account for Reimbursement of Rent	\$4,500,000.00
Dedicated Allowance Account for TSA funded Work	\$30,000,000.00
<b>SUBTOTAL</b>	<b>\$148,067,050.00</b>
General Allowance Account (10% of Sub-total)	\$14,806,705.00
<b>SUBTOTAL</b>	<b>\$162,873,755.00</b>
Inspector General Audit Account	\$407,184.00
<b>TOTAL CONTRACT AMOUNT**</b>	<b>\$163,280,939.00</b>

*\*Costs include furnishing all labor, supervision, routine maintenance, software/network support, consumables, expendables, equipment, and tools to adequately operate and maintain the Baggage Handling System at MIA.*

*\*\*The recommended total contract amount is \$5,108,008.00 below MDAD's total ten (10) year contract estimate which totaled \$168,388,947.00.*

**CONTRACT MEASURES:** Community Small Business Enterprise (CSBE) 32.32 percent  
 Goal  
 Small Business Enterprise (SBE) Goal 3.02 percent

**CONTRACT MEASURES ACHIEVED AT AWARD:** SBE Construction 32.34 percent (\$8,508,952.17)  
 SBE Goods and Services 3.02 percent (\$18,058.39)

**SBE CONSTRUCTION**



**SUBCONTRACTORS:** Systems Integration & Maintenance, Inc.

**SBE GOODS & SERVICES  
SUBCONTRACTORS:** Safety Source International, Inc.  
Sirely Uniforms Inc.  
A&B Hardware Inc. d/b/a A&B Hardware – Lumber Inc.  
Barlop Inc.  
Cenoffi Inc. d/b/a Best Office Products

**RESPONSIBLE WAGES:** Yes (Building)

**COMMUNITY WORKFORCE  
PROGRAM (CWP):** Ten (10) percent

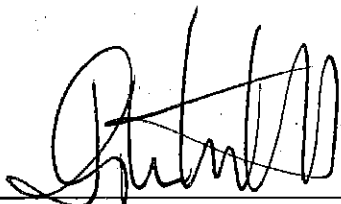
**PREVIOUS AGREEMENTS  
WITH THE COUNTY WITHIN  
THE PAST FIVE (5) YEARS:** Baggage Handling System Operation & Maintenance Contract  
(ITN-MDAD-01-06)

**TERM:** Five (5) years

**OPTION(S) TO RENEW:** The County reserves the right to extend the Agreement for up to five (5) separate one-year periods at the County's sole discretion, on the same terms and conditions. Notwithstanding the preceding, the County reserves the right to terminate the Agreement as described in the Agreement.

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

**INSPECTOR GENERAL:** Provisions included



Jack Osterholt, Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** June 2, 2015

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

**SUBJECT:** Agenda Item No. 8(A)(1)

Please note any items checked.

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

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

Agenda Item No. 8(A)(1)  
6-2-15

RESOLUTION NO. R-475-15

RESOLUTION APPROVING AWARD OF NON-EXCLUSIVE OPERATOR AGREEMENT FOR BAGGAGE HANDLING SYSTEM OPERATION & MAINTENANCE AT MIAMI INTERNATIONAL AIRPORT, RFP NO. MDAD-11-14, TO JOHN BEAN TECHNOLOGIES CORPORATION – JBT AIRPORT SERVICES, IN THE AMOUNT OF UP TO \$163,280,939.00 FOR A TERM OF FIVE YEARS WITH FIVE ONE-YEAR RENEWAL OPTIONS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN, INCLUDING BUT NOT LIMITED TO TERMINATION AND EXTENSION PROVISIONS

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby approves the Non-Exclusive Operator Agreement For Baggage Handling System Operation & Maintenance at Miami International Airport, RFP No. MDAD-11-14, to John Bean Technologies Corporation – JBT Airport Services, in the amount of up to \$163,280,939.00 for a term of five years with five one-year renewal options, in substantially the form attached hereto, exclusive of exhibits which are on file with and available from the Clerk of the Board, and made a part hereof, and authorizes the County Mayor or County Mayor’s designee to execute the agreement and to exercise all provisions contained therein, including but not limited to termination and extension provisions.

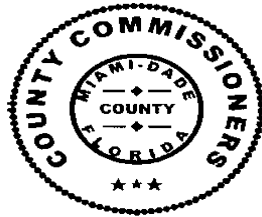
The foregoing resolution was offered by Commissioner **José "Pepe" Diaz** who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

	Jean Monestime, Chairman	aye	
	Esteban L. Bovo, Jr., Vice Chairman	aye	
Bruno A. Barreiro	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Dennis C. Moss	aye	Rebeca Sosa	absent
Sen. Javier D. Souto	aye	Xavier L. Suarez	aye
Juan C. Zapata	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 2<sup>nd</sup> day of June, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK



By: **Christopher Agrippa**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

David M. Murray

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**NON-EXCLUSIVE OPERATOR AGREEMENT FOR THE  
BAGGAGE HANDLING SYSTEM OPERATION &  
MAINTENANCE AT MIAMI INTERNATIONAL AIRPORT**

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THIS NON-EXCLUSIVE OPERATOR AGREEMENT, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and

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

**And**

**Operator:** **John Bean Technologies Corporation - JBT Airport Services** a Corporation (Operator, Contractor, or Operator Company) authorized to do business in the State of Florida; which term shall include its officers, partners, employees, successors, legal representatives, and assigns.

**Description of the Project:** The County, as represented by the Miami-Dade Aviation Department (MDAD), has engaged Operator to operate, maintain, and repair all specified inbound and outbound automated and manual sortation Baggage Handling Systems (BHSs) at Miami International Airport.

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**EXHIBITS:**

- Exhibit A:** BHS O&M Technical Specifications
- Exhibit B:** Not Used
- Exhibit C:** Tenant Airport Construction Reimbursable (TAC-R) Procedures
- Exhibit D:** Performance Bond for Baggage Handling Systems O&M at MIA
- Exhibit E:** Airport Customs Security Area Bond
- Exhibit F:** Community Small Business Enterprise (SBD Worksheet, I.O. 3-22, executed SOI(s))
- Exhibit G:** Community Workforce Program
- Exhibit H:** Miami-Dade County Responsible Wages & Benefits (website)
- Exhibit I:** Procedures for Requesting Construction Related Records
- Exhibit J:** CSBE Expedited Payment Process
- Exhibit K:** Ten-(10) Year Operations & Maintenance Cost Schedule
- Exhibit L:** Disadvantaged Business Enterprise (DBE) Participation Provisions and Davis Bacon Wage Rates
- Exhibit M:** Subcontractor Payment Report
- Exhibit N:** Small Business Enterprise Program (SBD Worksheet, Implementing Order 3-41, SBE Program and executed forms)
- Exhibit O:** Executed Affidavits and Licenses

**NON-EXCLUSIVE OPERATOR AGREEMENT FOR THE  
OPERATION OF THE BAGGAGE HANDLING SYSTEM  
OPERATION & MAINTENANCE AT  
MIAMI INTERNATIONAL AIRPORT**

THIS OPERATOR AGREEMENT (the "Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Miami-Dade County, Florida (the "County"), a political subdivision of the State of Florida and \_\_\_\_\_ ("Operator", "Contractor", or "Operator Company"), a Corporation authorized to do business in the State of Florida.

---

**WITNESSETH:**

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

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

**WHEREAS**, the Department, desires to engage an Operator to ensure the safe operation and maintenance of the BHS at Miami International Airport.

**WHEREAS**, a Request for Proposal, RFP No. 11-14 was issued by MDAD on October 2, 2014, and in response to the Request for Proposal, the County received proposals and an award has been made to Operator.

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

## DEFINITIONS

- **AGREEMENT:** The Operator Agreement and all attachments hereto and a part hereof entered into by the County and the Operator, including all of its terms and conditions, attachments, exhibits, and amendments.
- **ALLOWANCE ACCOUNT(S):** Account(s) in which stated dollar amount(s) are included in the Contract for the purpose of funding portions of the Work which are unforeseeable at the time of execution of the Contract, or for construction changes, for adjustments of quantities, for unit price work items or for special work deemed desirable by the County to be incorporated into the Contract. Performance of work, if any, under Allowance Account(s) will be authorized by written Work Order(s) issued by the County.
- **AMENDMENT:** A written modification to this Agreement executed by Operator and the County covering changes, additions, or reductions in the terms and conditions of this Agreement.
- **BAGGAGE HANDLING SYSTEM (BHS):** The BHS consists of the automated baggage sortation system, operation and supporting and equipment at the Miami International Airport as referenced in Exhibit A.
- **CODE:** The Code of Miami-Dade County, Florida.
- **COUNTY:** Miami-Dade County owns the Miami International Airport (MIA) and operates the Airport through the Miami-Dade Aviation Department.
- **DAYS:** Calendar days.
- **DEPARTMENT:** Miami-Dade Aviation Department ("MDAD"), which is a department of Miami-Dade County and represented by and acting through its Director or his/her designee(s).
- **DIRECTOR:** The Director of the Miami-Dade Aviation Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.
- **DOCUMENTATION:** Is defined as all records, procedures, schematics, diagrams, and manufacturer and Operator manuals customized or created specifically for the County.
- **EFFECTIVE DATE:** The date that appears in the first paragraph of the Operator Agreement.
- **FISCAL YEAR:** The period of time which commences on October 1<sup>st</sup> of a particular year and concludes on September 30<sup>th</sup>, of the ensuing year.
- **MAINTAIN:** Preventive maintenance, repair or replacement, as deemed appropriate in Operator's reasonable business judgment, of any installed equipment with the understanding that the Operator will provide the labor and the County will supply the equipment.

- **MONTHLY OPERATOR FEE:** The fee paid to Operator for operating and maintaining the Facilities.
- **NOTICE TO PROCEED:** A written notice to proceed issued by the Project Manager authorizing Operator to proceed with the work described in this Agreement.
- **OPERATION:** The ongoing process of sustaining the performance of the BHS according to design intent, the Owner’s changing needs, and optimum efficiency levels.
- **OPERATOR:** An independent firm, company, joint venture, corporation, partnership, or individual approved to oversee the operations of the BHS O&M operation.
- **PROJECT MANAGER (PM):** The person designated by the Department to administer the terms and conditions of this Agreement documents on behalf of the County.
- **SERVICES:** Those services that Operator shall perform in accordance with the terms and conditions of this Agreement as directed and authorized in writing by the County.
- **WORK ORDER:** A written order, authorized by the Director, directing the Operator to perform work under a specific Allowance Account, directing the Operator to perform a change in the work that does not have a monetary impact, including but not limited to, extending the Contract Time without increasing the maximum Contract amount.

**ABBREVIATIONS**

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

<b><u>ABBREVIATION</u></b>	<b><u>EXPLANATION OF ABBREVIATED TERM</u></b>
BHS	Baggage Handling System
EDS	Explosives Detection System
O&M	Operations and Maintenance

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

**1.01 Term:**

The County hereby engages Operator and Operator hereby shall perform the work described in Exhibit A, "BHS Technical Specifications", and agrees to operate and maintain the BHS located at Miami International Airport (the "Airport" or "MIA"), as described in Sub-Article 1.04 and commencing after completion of the Training Period, but in no event later than ninety (90) days after, \_\_\_\_\_, 2015, and continue for a term of five (5) years (the "Term") thereafter.

**1.02 Extensions:**

This Agreement may be extended at the sole discretion of the Department for a maximum of five (5) separate, one (1) year extensions, given no existing event of default. Each extension shall be exercised by the Department providing notice of said extension to Operator, no later than ninety (90) days prior to the expiration date of the Agreement or the applicable Extension Period. In the event the Department does not give notice, this Agreement shall terminate accordingly. Operator may, within thirty (30) days following the receipt of notice from the Department reject any such extension by written notice to the Department and, if so rejected, this Agreement shall terminate at the end of the term, or upon the termination of any exercised extension thereof as appropriate. Failure of Operator to respond to the Department within the thirty (30) day notice period shall automatically constitute acceptance of the extension.

**1.03 Not Used**

**1.04 Facilities:**

The Operator shall hereby perform the work described in Exhibit A, "BHS Technical Specifications", and agrees to operate and maintain the BHS's located in the following concourses at Miami International Airport

- Concourse D (Inbound Only)
- Concourse E (Inbound & Outbound)
- Concourse F (Inbound & Outbound)
- Concourse G (Inbound & Outbound)
- Concourse H (Inbound & Outbound)
- Concourse J (Inbound & Outbound)

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

**2.01 Services:**

- a) Operator shall provide all services listed in the Technical Specifications attached as Exhibit A, as well as all appurtenant work, or work necessary to accomplish same, for the firm fixed yearly price proposed in the proposal. Therefore, this price shall include all necessary manpower, services, equipment, inventory, materials, software, hardware, travel and lodging, and other direct costs, as well as all indirect costs, including but not limited to home office expenses, management expenses, sales general and administrative expenses (SG&A), carrying costs, travel, and opportunity costs, as well as all profits, for the management of all necessary construction services, the purchase of parts and materials, inventory control, and all related work required to maintain, operate, and operate the BHS as specified in Exhibit A. These services will be inclusive in the base Agreement amount.

The Operator shall be responsible for all staffing costs associated with the BHS. The County does not warrant or guarantee that the system can be operated or maintained with the staffing proposed by the Operator, and the Operator shall be solely responsible for maintaining sufficient staffing as to ensure compliance with its contractual requirements for system availability. Operator acknowledges that it has inspected the facilities and pertinent documents prior to entering into this agreement.

- b): The Operator may be required, at the direction of the Department, to perform additional or extra work. This work will be funded from the Allowance Accounts in this Agreement. Operator will diligently, upon written direction of the Department, perform such work in accordance with the requirements of this contract. The Operator will be compensated for actual costs incurred in the performance of this additional or extra work, plus mark-up and profit at the contractually stipulated rates.

**2.02 Design and Construction-General:**

As authorized pursuant to Section 125.012(24), Florida Statutes, when requested by the Department, Operator shall contract for the design and construction for the BHS in accordance with Exhibit C. All design and construction expenses shall be provided in accordance with the procedures of the Department. Operator shall be entitled up to a maximum of ten percent (10%) of the direct costs for mark-up and profit, which amount shall be full compensation to the Operator of all direct and indirect costs for the management or performance of such work.

**2.03 Award of Construction Contracts:**

Operator shall, following approval by the Department and Operator of plans and specifications, solicit a not-to exceed price for construction of the improvements called for by approved plans and specifications and bid documents ("Improvements"). The construction contracts for the Improvements let by Operator shall be subject to prior approval by the Department before they are executed by Operator, and shall incorporate the MDAD General Covenants and Conditions. If the not-to-exceed price of work is excessive, in the opinion of the Department, the proposed contract shall be rejected. If



directed by the Department, the Operator shall solicit sealed competitive bids, any or all of the Work.

All design and construction deliverables shall be in accordance with the procedures as specified in Exhibit C, Tenant Airport Construction Reimbursable Procedures (TAC-R).

**2.04 Certain Construction Contract Terms:**

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

**2.05 Improvements Free and Clear:**

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

**2.06 Right to Audit Construction Improvements:**

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

**2.07 Contracts Assignable:**

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

**ARTICLE 3**

**Rentals**

**3.01 Annual Rental:**

The Operator shall be required to pay rent at the prevailing Class III Terminal rates for the lease of the Facilities in Exhibit A pertaining to Commercial Areas, prorated and payable in equal monthly installments in U.S. funds, on the first day of each and every month, in advance and without billing or demand, at the offices of the Department as set forth in Article 3.02, "Address for Payments".

The Operator shall be required to pay rent for the administrative and support space at the prevailing Class III Terminal rates which will be prorated and payable in equal monthly installments in U.S. funds, on the first day of each and every month, in advance and without billing or demand. Payments shall commence on the beneficial occupancy date.

The Terminal Class III rental for office and administrative space post security ramp area (+/-500 sq. ft.) at \$79.92 per square foot based on rates in effect as of October 1, 2013.

### 3.02 Address for Payments:

The Operator shall pay all monies payable and identify the Agreement for which payment is made, as required by this Agreement, to the following:

**In Person:** Miami-Dade Aviation Department  
Finance Division  
4200 N.W. 36<sup>th</sup> Street  
Building 5A, Suite 300

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

**By Mail:** Miami-Dade Aviation Department  
Finance Division  
P.O. Box 526624  
Miami, FL 33152-6624

**By Express Mail:** Miami-Dade Aviation Department  
Finance Division  
4200 N.W. 36<sup>th</sup> Street  
Building 5A, Suite 300  
Miami, Florida 33122

**By Wire Transfer:** In accordance with Wire Transfer instructions provided by MDAD's Finance Division, 305-876-7711.

**By Credit Card:** Miami-Dade Aviation Department  
Finance Division- Cashier's Office  
305-876-0652

## ARTICLE 4 Allowance Accounts

### 4.01 Allowance Accounts

#### Dedicated Allowance Accounts

Certain portions of work which may be required to be performed by the Operator under this Contract are either unforeseeable or have not yet been designed, and the value of such work, if any, is included in the Contract as a specific line item(s). The County may, at its sole discretion, utilize the Allowance Accounts, either dedicated or general, to pay for additional or extra work.

- Dedicated Allowance Account for Additional Services
- Dedicated Allowance Account for Parts (*Includes shelving & bins to store parts*)
- Dedicated Allowance Account for Reimbursement of Rent
- Dedicated Allowance Account for Training
- Dedicated Allowance Account for TSA funded Work

General Allowance Account

- A. The General Allowance Account shall be used to reimburse the Operator for the actual costs of permit fees, license fees, impact fees and inspection fees paid to any governmental entity in connection with the operation or maintenance of the BHS, or any construction authorized hereunder for furnishing all labor, materials, equipment and services necessary for modifications or Additional or Extra Work required to complete the Project because of unforeseeable conditions; for performing minor construction changes required to resolve: oversight in design, Owner oversight, unforeseen conditions, revised regulations, technological and product development, operational changes, schedule requirements, program interface, emergencies and delays; Operator claims for damages; and for making final adjustment to estimated Services shown on the Price Proposal Form to conform to actual Services performed. Operator shall be entitled up to a maximum of ten percent (10%) of the direct costs associated with the Services performed under the General Allowance Account, such amount being full compensation to the Operator for all indirect costs, mark-up, and profit.
- B. Other allowance account(s) may be used as specified in the Contract Documents.

These values, if any, included in the Total Contract Amount, are not chargeable against the Total Contract Amount unless and until the Operator is directed to perform work contemplated in the Allowance Account(s) by a written Work Order(s) issued by the County. Any unused monies in any allowance account shall remain property of the County.

At such time as work is to be performed under the Allowance Account(s), if any, the work shall be integrated into the Contract as a part of the Contract as awarded.

The Work Order for the required work will be issued by the County upon receipt from the Operator of a satisfactory proposal for performance of the work, and the acceptance thereof by the County. Pricing shall be in accordance with the requirements for the Technical Specifications related to Additional or Extra Work.

The Operator shall solicit not less than three (3) competitive bids from appropriate sub-contractors and materials suppliers when so directed by the County, for performance of the work in accordance with such Plans and Specifications as may be required and as may be furnished by the County. The Operator shall submit the solicited bids to the County for approval or rejection. If the bids are rejected by the County, the Operator shall solicit additional bids for submittal.

No Work Orders shall be issued against an Allowance Account if such Work Orders in the aggregate exceed the authorized amount of that Allowance Account, provided however that such excess may be authorized by amending the Contract. No Work Order issued may modify the terms, conditions, or covenants of this Agreement unless subsequently approved by the Board of County Commissioners.

At Final Acceptance, the Contract Price shall be decreased to reflect unexpended amounts under the Allowance Accounts.

**ARTICLE 5**  
**Reimbursement of Rent**

**5.01 Reimbursement of Rent:**

The County shall reimburse the Operator the cost of Terminal Class III rental for office and administrative space post security ramp area (+/-500 sq. ft.) as described in Article 3. Operator shall request reimbursement in writing, and submit documentation to the County, including copies of checks, evidencing rental payments to the County.

**ARTICLE 6**  
**Compensation to Operator**

**6.01 Compensation to Operator:**

The County shall pay to Operator as consideration for operating and maintaining the BHS at Miami International Airport for the BHS locations specified in Sub-article 1.04, "Facilities", and providing the services required herein, as follows:

- A) The amount bid for the Base Term of this Agreement shall be divided by sixty (60) months to arrive at an average monthly payment to the Operator of \$580,346.15. Subsequent years may be adjusted based in increases in staffing costs as otherwise allowed in this Agreement. This monthly payment shall be deemed to include all necessary manpower to operate and maintain the BHS as specified in Exhibit A during such month. Payment of this amount shall commence following completion of any training period as authorized by the County and issuance of the Second Notice to Proceed.
- B) For any extension year as authorized by the County, the monthly payment shall be the amount bid divided by twelve. This monthly payment shall be deemed to include all necessary manpower, services, equipment, inventory, materials, software, hardware, travel and lodging, and other direct costs, as well as all indirect costs, including but not limited to home office expenses, management expenses, SG&A, carrying costs, travel, and opportunity costs, as well as all profits, for the management of all necessary construction services, the purchase of parts and materials, inventory control, and all related work required to maintain, operate, and operate the BHS as specified in Exhibit A during each such month during the extension period.
- C) Compensation to the Operator for any additional or extra work shall be made in conformance with these contract documents. The Operator will be compensated for actual costs incurred in the performance of this additional or extra work, plus mark-up and profit at the contractually stipulated rates. Under no circumstances may the Operator include, as a component of any hourly rate for manpower or materials, home office expenses, SG&A, or other indirect costs; payment for manpower shall be made solely on the basis of the hourly rate to the worker, plus benefits, plus the contractually stipulated mark-up and profit.
- D) In accordance with Miami-Dade County Code Section 2-8.8, as a condition of final payment under this Agreement, the Contractor shall identify all subconsultants/subcontractors used for the Services, the amount of each subcontract, and the amount paid and to be paid to each subconsultant/subcontractor. (Refer to Exhibit M).
- E) The Operator shall submit as attachments to each invoice Certified Payroll forms for all employees on the job, at every tier, for job classifications identified with the applicable Responsible Wages and Benefits. The data on the Certified Payroll forms will be checked against the required wages and benefits prescribed in the Miami-Dade County Responsible Wages & Benefits – Building.

F) The County may review and approve increases for the individual yearly salaries of Operator's staff, whose job functions are not covered under the County's Responsible Wages Ordinance. Salary adjustments will be reviewed in accordance with the County's annual Responsible Wages, and will mirror the percentile change in the Responsible Wage, but shall not exceed three percent (3%) of the prior year's salary. In no event shall salary increases provided hereunder, result in the County paying Operator in excess of \$6,964,153.80 for the initial term of this agreement.

<b>BHS O&amp;M TEN (10) YEAR PRICING</b>	
1) BHS – (Concourses D, E, F, G, H, J): Furnish all labor, supervision, routine maintenance, software/network support, consumables, expendables, equipment, and tools to adequately operate and maintain the Baggage Handling Systems listed above, at Miami International Airport, per the Contractual requirements for a yearly lump sum of:	
Average Annual payment for the Five (5) year Term (Annual payment will be in 12 equal amounts)	\$6,964,153.80
Annual payment for the First (1 <sup>st</sup> ) one (1) year Extension	\$7,588,560.00
Annual payment for the Second (2 <sup>nd</sup> ) one (1) year Extension	\$7,811,120.00
Annual payment for the Third (3 <sup>rd</sup> ) one (1) year Extension	\$8,040,231.00
Annual payment for the Fourth (4 <sup>th</sup> ) one (1) year Extension	\$8,276,084.00
Annual payment for the Fifth (5 <sup>th</sup> ) one (1) year Extension	\$8,518,879.00
2) General Conditions	\$21,511,407.00
3) Dedicated Allowance Account for Additional Services	\$5,000,000.00
4) Dedicated Allowance Account for Parts <i>(Includes shelving and bins to store parts)</i>	\$10,000,000.00
5) Dedicated Allowance Account for Training	\$2,000,000.00
6) Dedicated Allowance Account for Reimbursement of Rent <i>(Class III rental rate for office/administrative space post security ramp area)</i>	\$4,500,000.00
7) Dedicated Allowance Account for TSA funded Work	\$30,000,000.00
8) General Allowance Account <i>(Ten percent (10%) of the sum of Items 1 through 7)</i>	\$14,806,705.00
9) Inspector General Audit Account <i>(One quarter of one percent (.0025%) of the sum of Items 1 through 8)</i>	\$407,184.00
<b>TOTAL CONTRACT AMOUNT:</b>	<b>\$163,280,939.00</b>
<b><i>One Hundred Sixty Three Million Two Hundred Eighty Thousand Nine Hundred Thirty-Nine Dollars</i></b>	
<i>(Total Contract Amount in Words)</i>	

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**ARTICLE 7****Personnel****7.01 Secured Areas/Airfield Operations Area (AOA) Sterile Areas Security:**

The Contractor acknowledges and accepts full responsibility for compliance with all applicable Federal, State, and Local laws, rules and regulations including those of the Homeland Security, Transportation Security Administration's (TSA) Code of Federal Regulations 49 CFR Part 1542 et al, Federal Aviation Administration FAA, Customs and Border Protection CBP, the MDAD Airport Security Plan and applicable Security Directives issued by TSA and the Aviation Department as set forth from time to time relating to Contractor's activities at the Miami International Airport (MIA).

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

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

Contractor Ramp Permits will be issued to the Contractor 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 Contractor staff with proper access zone pictured MDAD SIDA ID badges shall be allowed to operate a motor vehicle on the AOA without a MDAD escort. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor.

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 Contractor 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.

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

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

Operator 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 Operator or Airport assignment and upon termination of this Agreement. Operator shall promptly report to the Department the names of all persons who were employed by Operator 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 Operator, Operator 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 Operator 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.

**7.03 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 Air Operations Area ("AOA") of the Airport. Operator agrees that its vehicles, cargo, goods and other personal property are subject to being searched when entering or leaving the AOA. Operator 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 Operator pursuant to this Agreement.

It is further agreed that the Department has the right to prohibit an individual, agent or employee of Operator 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 Operator 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 Operator hereunder.

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

**7.04 AOA – Driver Training:**

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

**7.05 Federal Agencies Right to Consent:**

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

**7.06 Employment Related Examinations:**

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

**7.07 Tips and Gratuities:**

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

**7.08 Relationship of Parties:**

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

**7.09 Language Requirements:**

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

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

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

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

**7.11 Alcohol and Drug Testing:**

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

**7.12 Employee Training:**

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

**7.13 Use of Public Facilities:**

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

**7.14 Passenger Referrals:**

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

**7.15 Employee Covenants Violations:**

In the event Operator violates the covenants in Sub-Articles 7.13 or Sub-Article 7.14 above for failure to properly control its employees or by permitting its employees to improperly use facilities provided by the County for the use and convenience of the traveling public, the Department shall have the right to (i) confiscate the employee's Airport identification, (ii) require Operator to terminate from employment at the Airport those employees who have individually violated the covenants of Sub-Article 7.13 and/or Sub-Article 7.14, and (iii) take action pursuant to Article 18 thereof.

**7.16 Other Business Activity:**

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

**ARTICLE 8**  
**Duties and Obligations of Operator**

**8.01 Policy and Procedures Manuals:**

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

- (a) Employee Training Manuals
- (b) All manuals and procedures related to equipment and systems.
- (c) Facilities maintenance and cleanliness programs
- (d) Customer Complaints

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

**8.02 Injury or Damage:**

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

**8.03 Complaints:**

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

**8.04 Permits and Licenses:**

Operator shall be responsible for obtaining all necessary permits and licenses required for installation and operation of the BHS. Operator shall cooperate and comply with any inspections required by all OSHA, Federal, State, and County codes, ordinances, statutes, and laws.

Operator must possess and maintain throughout the term of the Agreement and any Extensions thereof, the following licenses or qualifier, and provide proof of such to the County:

- a) State of Florida Certified General Contractor License and;
- b) Master Transporting Assembly Install License

Any work not under the scope of work of the Operator's license must be sub-contracted to an appropriate licensed contractor.

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

**8.05 Accounting Records and Audit Provisions:**

The County reserves the right to audit the accounts and records of the Contractor supporting all payments for Services hereunder and all Reimbursable Expenses including, but not limited to, payroll records and federal tax returns. The County shall have unrestricted access to all of the Contractor's books and records that pertains to the Contractor's operation under this Agreement. In addition, the County shall have unrestricted right to audit, either by County staff or an audit firm chosen by the County. Such audit may take place during reasonable business hours for the period of the performance of this Agreement and for three (3) years after final payment under this Agreement. The Contractor shall maintain, as part of its regular accounting system,



records of a nature and in a sufficient degree or detail to enable such audit to determine the personnel hours and personnel costs and other expenses associated with the Agreement. It is further agreed that said compensation provided for in this Agreement shall be adjusted to exclude any significant costs where the County determines that the payment for Services was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs. All such adjustments in compensation paid or payable to Contractor under this Agreement shall be made within three (3) years from the date of final billing or acceptance of the Services by the County, whichever is later. The Contractor shall pay for all audit-related expenses where the audit findings aggregate to greater than or equal to three percent (3%) of the correct amount the County should have paid or been invoiced. The three percent (3%) audit-related expense threshold only applies to the amount(s) audited, and not all of the Contractor's billings. Any overpayment amount(s) discovered by audit shall be reimbursed to the County within fifteen (15) calendar days of notice of the audit results to the Contractor.

**8.06 Right to Audit:**

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

**8.07 Contracts/Agreements:**

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

**ARTICLE 9**

**Rights Reserved to the County**

**9.01 Rights Reserved to County:**

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

**9.02 Rights of County at Airport:**

The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and facilities at the Airport, inclusive of the facilities covered under this Agreement. The County shall, in the exercise of such right, be free from any, and all liability to Operator for business damages occasioned during the making of such repairs, alterations and additions except those occasioned by the sole active negligence of the County, its employees, or agents. Nothing herein shall obligate or mandate that the County utilize Operator to perform work related to the Facilities.

**9.03 Not Used**

**9.04 Not Used**

**9.05 Other County Rights:**

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

**ARTICLE 10**  
**Maintenance by Operator**

**10.01 Cleaning of Facilities:**

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

**10.02 Repair of Damage:**

Operator shall repair all damage to the Facilities, office and administrative locations caused by Operator, its employees, agents, independent contractors or patrons. The Department may, at its option, choose to do the work with its own forces or by contract or to require Operator to perform or contract the work, as per 10.06 below.

**10.03 Garbage and Trash Disposal:**

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

**10.04 Maintenance of Utilities:**

Operator shall operate and maintain all the components of the electrical distribution, air conditioning, ventilating, fire protection, hot and cold water, and industrial and sanitary sewerage systems and facilities within the boundaries of the Facilities, unless otherwise directed by the Department. The Department reserves the right to make arrangements for emergency maintenance and repair of said systems and facilities, using its own or contract employees, during nights, weekends and holidays.

**10.05 Maintenance and Repair:**

Operator shall maintain and repair the interior of the Facilities (excluding the BHS), and shall make all repairs as required in and about the Facilities, including, but not limited to, painting, doors, windows, fixtures, furnishings, appurtenances, replacement of light bulbs, ballasts and tubes and the replacement of all broken glass, which repairs shall be in quality and class equal to or better than the original work to preserve the same in good order and condition, subject to ordinary wear and tear.

**10.06 Extraordinary Maintenance:**

Operator shall consult with the Department before undertaking any maintenance work. The Department may, at its option, choose to have the work done by its own forces or by contract or to require Operator to perform or contract the work in accordance with Sub-Article 8.15, Purchasing.

**10.07 Alterations and Signs:**

Operator 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.

**ARTICLE 11**  
**Not Used**

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

**12.01 No Assignment:**

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

**12.02 Ownership Structure of Operator:**

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

**12.03 Change of Control:**

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

**12.04 Authority:**

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

**ARTICLE 13**  
**Bonds**

**13.01 Performance Bond:**

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

**13.02 Not Used**

**13.03 Surety Bonds:**

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

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

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

1. Providing evidence that the surety has twice (2x) the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued.
2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code.
3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury ("Treasury") under .31 U.S.C. §§ 9304-9308.

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

- (c) For contracts in excess of \$500,000, the provisions of this Sub-Article must be adhered to, plus the company must have listed for at least three (3) consecutive years, or holding a valid Certificate of Authority of at least \$1.5 million dollars on a Treasury list.
- (d) Surety bonds guaranteed through the Small Business Administration or Contractors Training and Development Inc., will also be acceptable.
- (e) The attorney-in fact or other officer who signs a contract company must file with such bond a certified copy of his power of attorney authorizing him to do so. The contract bond must be counter signed by the surety's resident Florida agent.

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

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

#### **13.04 Cancellation of Bonds:**

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

### **ARTICLE 14 Indemnification**

Operator shall indemnify, defend, and hold harmless the County, including its successors and assigns, and its officers, employees, consultants, sub-consultants, agents, bond trustees, and instrumentalities (collectively the "Indemnitees"), from any and all liability, loss, claim, damage or cost, including attorney's and expert fees and cost of defense, which the County or its officers, employees, consultants, sub-consultants, agents, bond trustees, or instrumentalities may incur in whole or in part (i) out of any injury, loss, theft, damage or cost to any person or property while on or about the Facilities, or out of any condition on the Facilities, or out of any breach of any Agreement covenant, warranty or representation by Operator or persons acting under Operator or from any act or omission anywhere by Operator or persons acting under Operator, or (ii) as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Operator or its employees, agents, servants, partners, principals, contractors, vendors or suppliers, except to the extent caused directly by the negligent act or willful misconduct of County. Operator shall pay all claims and losses in connection therewith, and shall investigate and

defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys and expert's fees which may be issued thereon. This provision shall survive termination of this Agreement.

**ARTICLE 15**

**Insurance**

**15.01 Insurance Required:**

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

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

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

The limits for each type of insurance may be revised upon MDAD Risk Management's review and approval of the Operator'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 Operator must show coverage has been obtained that meets the requirements as outlined below during the provision of Services at the Facilities:

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

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 Operator 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 Operator allowed on the Airside Operation Area (AOA) without increasing automobile coverage to \$5,000,000 as approved by the Risk Management Office.



**15.02 Certificates of Insurance:**

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

- a) the Operator 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 Operator to provide such reasonably amended insurance coverage as it deems necessary or desirable upon issuance of notice in writing to Operator.

**15.03 Certificates of Renewal:**

Operator 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 Operator. In the event the Department exercises its right to assume direct responsibility for any of the required insurance coverage, Operator shall be named as an additional insured, where applicable provided the Department does not self-insure. Compliance with the foregoing requirements shall not relieve Operator of its liability and obligation under any other portion of this Agreement.

**15.04 Certificates of Continuity:**

Operator 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, Operator, shall be responsible for submitting new or renewed insurance certificates to the MDAD Risk Management Office at a minimum of thirty (30) calendar days before such expiration.

**15.05 Insurance Company Rating Requirements:**

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

The company must be rated no less than "A-" as to financial strength, and no less than "Class VII" as to financial size, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company, 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.

**15.06 Cancellation of Insurance:**

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

**15.07 Other Insurance Indemnification:**

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

**15.08 Operator Liable:**

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

**15.09 Right to Examine:**

The Department reserves the right, and upon reasonable notice, to examine the original policies of insurance (including, but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. Operator 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) Operator agrees to provide copies to the Department, at Operator's sole cost and expense.

**15.10 Personal Property:**

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

**15.11 Survival of Provisions:**

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

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

The County may, from time to time, permit Operator to utilize certain patents, copyrights, trademarks, trade names, logos, computer software and other intellectual property owned by the County in the Performance of this Agreement, which patents, copyrights, trademarks, trade names, logs computer software and intellectual property may have been created pursuant to the terms of this Agreement. Such permission, when granted, shall be evidenced by a nonexclusive license executed by Operator and the Department, on behalf of the County, granting Operator the right, license and privilege to use a specific patent, copyright, trademark, trade name, logo, computer software or other intellectual property without requiring payment of fees therefore. The County may likewise license from Operator the use of certain trademarks which Operator has previously created, without a requirement for the payment of any additional fees or compensation to Operator for such license. Failure of the parties to execute a formal license agreement shall not vest neither title nor interest in such patent, copyright, trademark, trade name, logo, computer software or intellectual property shall vest in the using party.

**ARTICLE 17**  
**Force Majeure**

Strictly in relation to the obligations of each party to the other under this Agreement and not for any other purpose or for any benefit of a third party, each party shall be excused from the timely performance of their respective obligations or undertakings provided in this Agreement, if the performance of such obligations or undertakings is prevented or delayed, retarded or hindered by: (i) strikes, lockouts, boycotts, actions of labor unions, labor disputes, labor disruptions, acts of God, work stoppages or slowdowns, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, provided however, this clause (i) does not apply to such actions related to employees, temporaries, contractors, subcontractors or suppliers of Operator; or (ii) embargo's, general shortages of labor, equipment, facilities, materials or supplies in the open market, acts of God, acts of a public enemy, acts of governmental authority, including, without limitation, the Federal Aviation Administration ("FAA"), Department of Transportation ("DOT"), Transportation Safety Administration ("TSA"), Environmental Protection Agency ("EPA"), civil and defense authorities, war (declared or undeclared), invasion, insurrection, terrorism, riots, rebellion or sabotage.

**ARTICLE 18**  
**Cancellation Or Termination of Contract**

**18.01 Cancellation by the County:**

**18.1.01** The County may at its option and discretion cancel the Contract at any time without any default on the part of the Operator by giving a written Notice of Cancellation to the Operator and its Surety at least ten (10) days prior to the effective date of such cancellation.

**18.1.02** In the event of cancellation by the County, the County shall pay the Operator for all labor performed, all materials and equipment furnished by the Operator and its Sub-contractors, materialmen and suppliers and manufacturers of equipment less all partial payments made on account prior to the date of cancellation as determined by the PM and approved by the Architect/Engineer and the Consulting Engineers. The Operator will be paid for:

- A. The final value of all work completed under the Contract, based upon the approved Schedule of Values and/or Unit Prices,
- B. The final value of all materials and equipment delivered to but not incorporated into the work and properly stored on the site,
- C. The final value of all bonafide irrevocable orders for materials and equipment not delivered to the construction site as of the date of cancellation. Such materials and equipment must be delivered to the County to a site or location designated by the County prior to release of payment for such materials and equipment.
- D. No claims for loss of anticipated profits or for any other reason in connection with the cancellation of the Contract shall be considered.

**18.1.03** In the event of cancellation under this Article, the Operator shall not be entitled to any anticipated profits for any work not performed due to such cancellation.

**18.1.04** In the event of cancellation under this Article, the County does not waive or void any credits otherwise due County at the time of cancellation, including liquidated damages, and back charges for defective or deficient work.

**18.1.05** Upon cancellation as above, the PM shall prepare a certificate for Final Payment to the Operator.

**18.02 Termination by Default of Operator:**

**18.2.01** The Contract may be terminated by the County for failure of the Operator to comply with any requirements of the Contract Documents including but not limited to:

- A. Failure to begin the work under the Contract within the time specified in the "Notice to Proceed", or
- B. 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
- C. 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
- D. Discontinues the prosecution of the work, or
- E. Failure to resume work which has been discontinued within a reasonable time after notice to do so, or
- F. 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
- H. Makes an assignment for the benefit of creditors, or
- I. For any other cause whatsoever, fails to carry on the work in an acceptable manner.
- J. The County may terminate this Contract if the Operator 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.
- K. A principal of the Operator is convicted of a felony during the Term or any Extensions thereof if applicable.

**18.2.02** Before the Contract is terminated, the Operator and its Surety will be notified in writing by the PM of the conditions which make termination of the Contract imminent. The Contract will be terminated by the County ten (10) days after said notice has been given to the Operator and its Surety. Unless a satisfactory

effort acceptable to the County has been made by the Operator or its Surety to correct the conditions, the County may declare the Contract breached and send a written Notice of Termination to the Operator and its Surety.

**18.2.03** The County reserves the right, in lieu of termination as set forth in this Article, to withhold any payments of money which may be due or become due to the Operator until the said default(s) have been remedied.

**18.2.04** In the event the County exercises its right to terminate the Contract for default of the Operator as set forth herein, the Surety shall complete the Contract in accordance with its terms and conditions. If the Surety takes over, the time or delay between Notice of Default and start of work by the Surety is a Non-Excusable Delay. If the Surety fails to act promptly, but no longer than thirty (30) calendar days, or after such takeover fails to prosecute the Work in an expeditious manner, the County may exercise any of its other options including completing the Work by whatever means and method it deems advisable. No claims for loss of anticipated profits or for any other reason in connection with the termination of the Contract shall be considered.

**18.2.05** The Operator shall immediately upon receipt communicate any Notice of Termination for Default issued by the County to the affected Sub-contractors and suppliers at any tier.

**18.03 Termination for National Emergencies:**

**18.3.01** The County shall terminate the Contract or portion thereof by written notice when the Operator is prevented from proceeding with the construction Contract as a direct result of an Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense.

**18.3.02** When the Contract, or any portion thereof, is terminated before completion of all items of work in the Contract, payment will be made for the actual number of units or items of work completed at the Contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits or for any other reason in connection with the termination of the Contract shall be considered.

**18.04 Implementation of Cancellation or Termination:**

**18.4.01** If the County cancels or terminates the Contract, the Operator shall stop all work on the date specified in the Notice of Cancellation or Termination and shall:

- A. Cancel all orders and Subcontracts which may be terminated without costs;
- B. Cancel and settle other orders and Subcontracts where the cost of settlement will be less than costs which would be incurred were such orders and subcontracts to be completed, subject to prior approval of the PM,
- C. Transfer to the County, in accordance with directions of the -PM, all materials, supplies, work in progress, facilities, equipment, machinery or tools acquired by the Operator in connection with the performance of the work and for which the Operator has been or is to be paid;

- D. Deliver to the PM As-Built Documents, complete as of the date of cancellation or termination, Plans, Shop Drawings, Sketches, Permits, Certificates, Warranties, Guarantees, Specifications, three (3) complete sets of maintenance manuals, pamphlets, charts, parts lists, spare parts (if any), operating instructions required for all installed or finished equipment or machinery, and all other data accumulated by the Operator for use in the performance of the work.
- E. The Operator shall perform all work as may be necessary to preserve the work then in progress and to protect materials, plant and equipment on the site or in transit thereto.
- F. Cancellation or termination of the Contract or a portion thereof shall neither relieve the Operator of its responsibilities for the completed work nor shall it relieve its Surety of its obligation for and concerning any just claim arising out of the work performed.
- G. In arriving at the amount due the Operator under this Article, there will be deducted, (1) any claim which the County may have against the Operator in connection with this Contract and (2) the agreed price for, or the proceeds of sale of materials, supplies or other items acquired by the Operator or sold, pursuant to the provisions of this Article, and not otherwise recovered by or credited to the County.

**ARTICLE 19**  
**Termination by Operator**

**19.01 Termination by Operator:**

Operator shall have the right, upon one hundred eighty (180) calendar days written notice to the Department to terminate this Agreement (note: The Department must acknowledge receipt of the notice), without liability to the County, at any time after the occurrence of one (1) or more of the following events:

- (A) Issuance by any court of competent jurisdiction of any injunction substantially restricting the use of the Airport for airport purposes, and the remaining in force of said injunction for a period of more than one hundred eighty (180) calendar days.
- (B) A breach by the County of any of the material terms, covenants or conditions contained in this Agreement required to be kept by the County and failure of the County to remedy such breach for a period of three hundred sixty five (365) calendar days after receipt of written notice from Operator of the existence of such breach.
- (C) The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of the operation, control or use of the Airport premises or any substantial part, or parts thereof, in such a manner as substantially to restrict the Operator's operations for a period of one hundred eighty (180) calendar days.
- (D) Suspension of all scheduled passenger flight operations, whether such suspension is due to governmental action, an act of God, the public enemy, or other circumstances for a period of one hundred eighty (180) calendar days.

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

## ARTICLE 20

### Equal Employment Opportunity, Nondiscrimination and Affirmative Action

#### **20.01 Equal Employment Opportunity:**

In accordance with Title 14 Code of Federal Regulation (CFR) Part 152 (Affirmative Action Employment Program), Operator 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. Operator 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.

Operator 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.

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

#### **20.02 Nondiscriminatory Access to Premises:**

Contractor, 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 Contractor 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 Contractor 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 Contractor shall obligate their Subcontractors and sub-consultants to the same nondiscrimination requirements imposed on the Contractor and assure said requirements are included in those sub-agreements.

### **20.03 Breach of Nondiscrimination Covenants:**

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

### **20.04 Nondiscrimination:**

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

### **20.05 Disability Non-discrimination Affidavit:**

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

Resolution or Operator violated the Act or the Resolution during the term of this Contract, even if Operator was not in violation at the time it submitted its affidavit.

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

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

(County Code Section 2-8.1.5): In accordance with the requirements of County Code Section 2-8.1.5, all firms with annual gross revenues in excess of \$5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's 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 21**

**Damage or Destruction to Facilities**

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

**ARTICLE 22**  
**Rules, Regulations and Permits**

**22.01 Rules and Regulations:**

Operator shall comply with: (i) the ordinances of the County including the rules and regulations of the Department; (ii) Chapter 25 of the Code; (iii) operational directives issued hereunder; (iv) all additional laws, statutes, ordinances, regulations and rules of the federal, state and local governments, and any and all plans and programs developed in compliance therewith; (v) any County administrative orders and resolutions of the Board of County Commissioners which may be applicable to its operations or activities under this Agreement; (vi) federal air and safety laws and regulations; and (vii) federal, state, and County environmental, hazardous wastes and materials, and natural resources laws and regulations. This Agreement itself is subject to the Independent Private Sector Inspector General Review provisions of Administrative Order 3-20, as such Administrative Order may be amended from time to time.

**22.02 Violations of Rules and Regulations:**

Operator represents and agrees to pay, on behalf of the County, any penalty assessment or fine issued against the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the federal, state or local governments based in whole or substantial part upon a claim or allegation that Operator, its agents, employees, contractors, subcontractors, suppliers, or invitees, have violated any law, ordinance, regulation or rule described in Sub-Article 20.01 or any plan or program developed in compliance therewith. Operator further represents that the substance of Sub-Article 20.01 shall be included in every contract and other agreements, which Operator may enter into related to its operations and activities under this Agreement and that any such contract and other agreement shall specifically provide that "Miami-Dade County, Florida is a third party beneficiary, of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subletting or subleasing.

**22.03 Permits and Licenses:**

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

**ARTICLE 23****Civil Actions****23.01 Governing Law-Venue:**

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

**23.02 Registered Office/Agent Jurisdiction:**

Operator, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, and such designations to be filed with the Florida Department of State in accordance with Section 607.034, Florida Statutes. If Operator is a natural person, both Operator and his or her personal representative(s) hereby submit themselves to the jurisdiction of the courts of the State of Florida for any cause of action based in whole or in part on the alleged breach of this Agreement.

**ARTICLE 24****Actions at Termination****24.01 Surrender of Facilities:**

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

**24.02 Amounts Due and Payable:**

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

**24.03 Removal of Personal Property:**

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

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

**25.01 Payment of Taxes:**

Operator shall pay any taxes lawfully assessed against Operator arising out of its operations hereunder; provided, however, that Operator shall not be deemed to be in default of its obligations under this Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay same after the ultimate adverse conclusion of such contest shall constitute a default, pursuant to Article 18.

**25.02 No Possessory Interests:**

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

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

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

**25.04 Administrative Modifications:**

It is understood and agreed that the Department, upon written notice to Operator, shall have the right to modify administratively and to revise the budget, reimbursement, replenishment and payment procedures, contained in Articles 3, 4 and 5, other technical requirements hereof, and the exhibits hereto; provided, however, such revisions shall not have a materially adverse effect on the right of Operator 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 Security:**

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

**25.07 Rights of County at Airport:**

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

**25.08 Federal Subordination:**

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

**25.09 Severability:**

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

**25.10 Authorized Uses Only:**

Notwithstanding anything to the contrary herein, Operator 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 Operator under this Agreement.

**25.11 No Waiver:**

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

**25.12 Right to Regulate:**

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

**25.13 Entirety of Agreement:**

This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any prior agreements, representations or statements made with respect to such subject matter, whether oral or written, and any contemporaneous oral agreements, representations or statements with respect to such subject matter, are merged herein; provided, however, that Operator hereby affirms the completeness and accuracy of the information submitted by Operator to the Department in connection with the award of this Agreement.

**25.14 Inspections:**

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

**25.15 Headings:**

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

**25.16 Binding Effect:**

The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

**25.17 Performance:**

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

**25.18 No Estoppel or Waiver**

No acceptance, order, measurement, payment, or certificate of or by a party or its employees or agents shall estop the other party from asserting any right of the ensuing Agreement. There shall be no waiver of the right of a 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 the other party unless such waiver is explicitly made in writing by the party. No delay or failure to exercise a right under the ensuing Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under the Agreement.

**25.19 Conflict of Interest/Code of Ethics Ordinance**

In connection with the terms and conditions of this Agreement, the Contractor agrees to adhere to and be governed by the County, Florida Conflict of Interest Code of Ethics Ordinance (Section 2-11.1 of the Code). Notwithstanding the provisions of any federal, state or County law governing the activities of the Contractor hereunder, commencing as of the effective date of this Agreement and continuing for the term hereof, the Contractor shall not knowingly enter into any contract or other financial arrangement with any person, corporation, municipality, authority, county, state, country, or any tenant or airline, which would constitute a conflict with interest of the County hereunder or with the



Services provided by the Contractor to the County hereunder. The Miami-Dade County Ethics Commission shall make determination(s), binding upon the Parties, as to whether conflicts exist or will exist, and if such relationship will be serious enough to constitute a conflict hereunder.

The Contractor represents that no officer, director, employee, agent, or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

The Contractor also represents that, to the best of its actual knowledge:

- (a) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other Contractor of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, supplies or Work, to which this Agreement relates or in any portion of the revenues; or
  - ii) Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- (b) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided however, that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- (c) The provisions of this article are supplemental to, not in lieu of, all applicable laws with respect to conflicts of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- (d) In the event the Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions the Contractor receives from the Project Manager in regard to remedying the situation.

**25.20 Notices:**

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

TO THE COUNTY:

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

To Operator, in care of the Operations Manager, or to:

**John Bean Technologies Corporation - JBT Airport Services  
1805 West 2550 South, Ogden, UT 84401  
Brent Ahlstrom, General Manager  
Email: [brent.ahlstrom@jbtc.com](mailto:brent.ahlstrom@jbtc.com)**

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

**25.21 Non-exclusive Agreement:**

Notwithstanding any other provision of this non-exclusive Agreement, the County is not precluded from retaining or utilizing any other contractor(s), staff, or a combination of contractor(s) and staff to perform any services within the contract limits defined in the Agreement. The County may elect to competitively procure and contract any staff, hardware, infrastructure or system additions and changes, including, but not limited to 1) additional or replacement on-site staff to support or maintain the AOIS or FIDS, 2) additional or replacement AOIS or FIDS hardware, 3) outside plant extensions, 4) major changes in network architecture, and 5) other information systems or telecommunications infrastructure changes. The Contractor shall have no claim against the County as a result of the County electing to retain or utilize such other contractor(s) to perform any such services, provided that the County shall instruct all other contractor(s) that they shall not act in a way that would disrupt or interfere with Contractor's performance of its duties, and take all other reasonably possible steps to avoid any such disruption or interference

**25.22 Governmental Authority:**

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.

**25.23 Independent Contractor:**

The Contractor shall perform all services described herein as an independent contractor and not as an officer, agent, servant, or employee of the County. All personnel provided by the Contractor in the performance of this Agreement shall be considered to be, at all times, the sole employees of the Contractor under its sole discretion, and not employees or agents of the County.

**25.24 Intent of Agreement:**

This Agreement is for the benefit of the Parties only and does not: (a) grant rights to third party beneficiaries, or to any person; or (b) authorize non-parties to the Agreement to maintain a suit for personal injuries, professional liability, or property damage pursuant to the terms or provisions of the Agreement.

**25.25 Modifications:**

This Agreement may be modified and revised by written Amendment duly executed by the Parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" sufficient to change, modify, extend or otherwise affect the terms of the Agreement. Any oral representation or modifications concerning this Agreement shall be of no force or effect.

**25.26 Ownership of Documents:**

Any and all reports, photographs, surveys, provided or created in connection with this Agreement are and shall remain the property of the County. In the event of termination of this Agreement, any software database, all electronic files associated with work performed, any reports; such as traffic, inventory, switch audit, service and or MAC logs and photographs, surveys, prepared by the Contractor, whether finished or unfinished, shall become the property of the County, and the Contractor shall immediately remit same to the County.

Contractor further acknowledges and agrees that Contractor shall not have ownership interest of any kind in any original materials, either written or readable by machine, prepared by Contractor for County, or prepared jointly by Contractor and County, constituting an original, a modification to, enhancement of derivative work based on such materials. Contractor shall be permitted to create and use such Documentation and Materials solely for the purpose of providing services to County.

**25.27 Prior Agreements:**

The Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with this Agreement.

**25.28 Solicitation:**

Except as provided by Section 2-11.1(s) of the Code, the Contractor warrants that: 1) it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement; and 2) it has not paid, or agreed to pay any company or other person any fee, or commission, gift, or other consideration contingent upon the execution of this Agreement. A breach of this warranty makes this Agreement voidable by the County without liability to the Contractor for any reason.

**25.29 Survival:**

Any obligations of the Contractor and the County which by their terms would continue beyond the termination, cancellation or expiration of this Agreement or any service order shall survive with such termination, cancellation or expiration.

**25.30 Third Party Beneficiaries:**

Neither the Contractor nor the County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement, and that no third party shall be entitled to assert a claim against either of the Parties based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third party or entity under this Agreement. Contractor represents and warrants that it shall use access to and knowledge of Software, Systems and related Documentation solely to provide Services to County, and not for the use or benefit of any other third person nor shall Contractor disclose such materials to any third person, and shall limit disclosure to its employees who have a need to know for the performance of Services hereunder.

**25.31 Independent Private Sector Inspector General Review:**

Pursuant to Miami-Dade County Administrative Order 3-20 and in connection with any award issued as a result of the Proposal, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this Proposal or any subsequent award, for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's cost/price for this Proposal be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the Proposer or third party.

**25.32 Miami-Dade County Inspector General Audit Account:**

An Audit Account is hereby established to pay for mandatory random audits by the County's Inspector General. The amount for the Inspector General Audit Account is hereby set at **\$408,590.00**. The Operator shall have no entitlement to any of these funds. The County retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this audit account remain the property of the County.

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

throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any contract will be one quarter of one percent (0.25%) of the total contract amount.

**Exception:** The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) contracts for legal services; (b) contracts for financial advisory services; (c) auditing contracts; (d) facility rentals and lease agreements; (e) concessions and other rental agreements; (f) insurance contracts; (g) revenue-generating contracts; (h) professional service agreements under \$1,000; (i) 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 Department contracts including, but not limited to, those contracts specifically exempted above.

## ARTICLE 26

### Claims for Additional Compensation

#### **26.01 Claims and Damages:**

**26.01.01** Should the Operator suffer injury or damage to person or property because of any act or omission of Owner or of any of its employees, agents or others for whose acts the Owner is legally liable, a claim shall be made in writing to the Owner within ten (10) days after the first observance of such injury or damage.

**26.01.02** Each claim must be certified by the Operator as required by the Miami-Dade Code, False Claims Act (see Code Section 21-255, et seq.), and accompanied by a certified final bid tabulation in accordance with Miami-Dade County Code Section 21-257. A "certified claim" shall be made under oath by a person duly authorized by the claimant, and shall contain a statement that:

- A. The claim is made in good faith;
- B. The claim's supporting data are accurate and complete to the best of the person's knowledge and belief;
- C. The amount of the claim accurately reflects the amount that the claimant believes is due from the County; and
- D. The certifying person is duly authorized by the claimant to certify the claim.

**26.01.03** No claims for additional compensation, time extension or for any other relief under the Agreement shall be recognized, processed, or treated in any manner unless the same is presented in accordance with this Article. Failure to present and process any claim in accordance with this Article shall be conclusively deemed a waiver, abandonment or relinquishment of any such claim, it being expressly understood and agreed that the timely presentation of claims, in sufficient detail to allow proper investigation and prompt resolution thereof, is essential to the administration of this Agreement.

**26.01.04** Each and every claim shall be made in writing and delivered to the PM as soon as reasonably practicable after the event, occurrence or non-occurrence which gives rise to such claim, however, in no event later than ten (10) days after the event or occurrence, or in the case of non-occurrence, within ten (10) days after the time when performance should have occurred. Verbal, telephone or facsimile notice shall be given in those instances where delay in presenting the claim would result in the conditions causing the claim to change, thereby requiring an immediate need to examine the job site or other conditions to ascertain the nature of the claim before the condition(s) disappear or become unobservable. Any such oral or facsimile notice shall be followed, at the earliest practicable time, but in no event more than ten (10) days after the event causing the claim, by written confirmation of the claim information.

**26.01.05** Each and every claim shall state:

- A. The date of the event or occurrence giving rise to the claim. In the case of a claim arising from a claimed nonperformance, the date when it is claimed that performance should have occurred shall be stated.
- B. The exact nature of the claim, including sufficient detail to identify the basis for the claim, including by way of example only, such detail as drawing numbers, specification sections, job site location, affected trades, Agreement clauses relied upon, schedule references, correspondence or any other details reasonably necessary to state the claim.
- C. The claim shall clearly state whether additional monies are part of the claim. If known, the dollar value associated with the claim shall be stated. If unknown, the notice shall indicate the types of expenses, costs or other monetary items that are reasonably expected to be part of the claim amount.
- D. The dollar value associated with the claim, along with all supporting documentation, shall be delivered within thirty (30) days after completion of the work that is subject of the claim. It shall be broken down into Direct and Indirect Costs. The Direct Costs shall be calculated as if it were additional or extra work. Indirect costs shall be limited to those permitted for additional or extra work as per the Agreement and Technical Specifications.
- E. Any claim for additional monies that also involve a request for an Agreement time extension shall be submitted together with the amount of time being requested and the supporting data including applicable scheduling references supporting the claim. Scheduling references shall include a month-by-month time impact analysis (TIA) using the approved monthly progress schedules and demonstrating the effect of the delay or change on the Agreement completion date for each monthly update period that the change or delay affects.

**26.01.07** The County and its agents shall be allowed full and complete access to all personnel, documents, work sites or other information reasonably necessary to investigate any claim. Within sixty (60) days after a claim has been received, the claim shall either be recognized or if the claim is not recognized within sixty (60) days it shall be deemed denied. If the claim is recognized, the parties shall attempt to negotiate a satisfactory settlement of the claim, which settlement shall be included in a subsequent Work Order or Change Order. If the parties

fail to reach an agreement on a recognized claim, the Owner shall pay to the Operator the amount of money it deems reasonable, less any appropriate retention, to compensate the Operator for the recognized claim.

Failure of the Operator to make a specific reservation of rights regarding any such disputed amounts in the body of the change order which contains the payment shall be construed as a waiver, abandonment, or relinquishment of all claims for additional monies resulting from the claims embodied in said change order, however, once the Operator has properly reserved rights to any claim, no further reservations of rights shall be required until the final payment under the Agreement. at such time the Operator shall specify all claims which have been denied and all claims for which rights have been reserved in accordance with this section. Failure to so specify any particular claim shall be constructed as a waiver, abandonment, or relinquishment of such claim.

**26.01.08** No reservation of rights will be effective to preserve any claims that are not fully documented and submitted in accordance with requirements of these Agreement Documents. Failure of the Operator to make a specific reservation of rights regarding any such disputed amounts on the Operator's Affidavit and Release of Claim for each pay application and on the Operator's Affidavit and Release of All Claims, within the Request for Final Payment, shall be construed as a waiver, abandonment and relinquishment of all claims for additional monies resulting from the claim.

**26.01.09** The Operator shall not cease work on account of any denied claim or any recognized claim upon which an agreement cannot be reached.



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

**OPERATOR**

John Bean Technologies Corporation - JBT Airport Services  
(Legal Name of Corporation)

**ATTEST:**

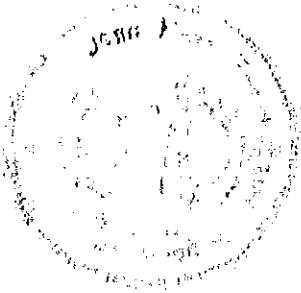
Secretary [Signature]  
(Signature and Seal)

JAMES MURPHY  
(Type Name & Title)  
EVP, General Counsel and Secretary

By: [Signature]  
Operator - Signature

Name: Brent Allstrom  
Vice President / General Manager  
(Type Name & Title)

**CORPORATE SEAL**



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

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

Attest: Harvey Ruvin, Clerk

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

Approved for Form  
and Legal Sufficiency

\_\_\_\_\_  
David M. Murray  
Assistant County Attorney

Resolution No.: \_\_\_\_\_

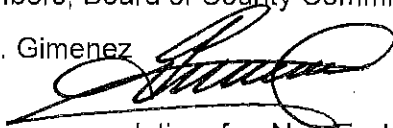
Date: \_\_\_\_\_

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**Date:** June 2, 2015

**To:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Award recommendation for Non-Exclusive Operator Agreement for Baggage Handling System Operation & Maintenance at Miami International Airport, RFP No. MDAD-11-14, to John Bean Technologies Corporation - JBT Airport Services, in the amount of \$163,280,939.00

Agenda Item No. 8(A)(1)

Resolution No. R-475-15

**RECOMMENDATION**

It is recommended that the Board of County Commissioners (Board) approve the award of a Non-Exclusive Operator Agreement for Baggage Handling System Operation and Maintenance (BHS O&M) at Miami International Airport (MIA) to John Bean Technologies Corporation - JBT Airport Services (JBT) in the amount of \$163,280,939.00 and authorize the Mayor or the Mayor's designee to execute the Agreement attached hereto, with the exhibits on file with the Clerk of the Board.

**SCOPE**

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

**DELEGATED AUTHORITY**

In accordance with Miami-Dade County Code Section 2-8.3, related to identifying delegation of Board authority contained within the subject agreement, the Aviation Director or designee has the authority to exercise all provisions contained therein, including but not limited to termination and extension provisions.

**FISCAL IMPACT/FUNDING SOURCE**

The source of funding for this Agreement is the Miami-Dade Aviation Department's (MDAD) Operating Budget and the Transportation Security Administration (TSA). The total contract amount for operating and maintaining the BHS System for the initial five-year term and five (5) one-year renewal options is \$163,280,939.00. A total of \$133,280,939.00 will be funded by the MDAD operating budget, and \$30,000,000.00 will be funded by the TSA.

**TRACK RECORD/MONITOR**

JBT has performed satisfactorily as the current operator under the existing Baggage Handling System Operation and Maintenance Contract (ITN-MDAD-01-06). The MDAD staff member responsible for monitoring this project is MDAD's Facilities Superintendent Neil Wyatt.

**DUE DILIGENCE**

Pursuant to Resolution No. R-187-12, due diligence was conducted to determine JBT's responsibility, including verifying corporate status and that no performance or compliance issues exist. The following searches revealed no adverse findings for the proposing entity: Small Business Development database, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties list.

**BACKGROUND**

A Request for Proposals was advertised on October 2, 2014, to solicit proposals from interested parties to operate, maintain, and repair all specified inbound and outbound automated and manual sortation Baggage Handling Systems and their related equipment located in the following concourses at MIA:

- Concourse D (Inbound Only)
- Concourse E (Inbound and Outbound)
- Concourse F (Inbound and Outbound)
- Concourse G (Inbound and Outbound)
- Concourse H (Inbound and Outbound)
- Concourse J (Inbound and Outbound)

On December 5, 2014, proposals were received from the following three (3) firms:

- Elite – Webb Joint Venture
- Oxford Electronics, Inc. d/b/a Oxford Airport Technical Services
- John Bean Technologies Corporation - JBT Airport Services

The Evaluation/Selection Committee held a Prescreening Meeting on January 22, 2015, and reviewed the submitted proposals. The Committee recommended oral presentations from all responsive proposers.

The Committee invited the firms to a Public Hearing on February 12, 2015, and heard presentations from the following responsive firms:

- Elite – Webb Joint Venture
- Oxford Electronics, Inc. d/b/a Oxford Airport Technical Services
- John Bean Technologies Corporation - JBT Airport Services

After the oral presentations by the firms, the Committee undertook an evaluation and ranking process. Upon concluding the technical proposal ranking, the price proposals were reviewed and read aloud. As a result, the Committee recommended John Bean Technologies Corporation - JBT Airport Services for negotiations for the Non-Exclusive Operator Agreement for the Baggage Handling System Operation and Maintenance. The overall ranking is reflected below:

<b>OVERALL RANKING</b>					
<b>PROPOSER</b>	<b>TECHNICAL CRITERIA POINTS</b>	<b>TOTAL PRICE POINTS</b>	<b>OVERALL SCORE (Technical &amp; Price)</b>	<b>PROPOSED PRICE AMOUNT</b>	<b>OVERALL RANKING</b>
JBT	366	94	460	\$163,844,707.00	1
Elite – Webb	313	100	413	\$154,443,599.00	2
Oxford	286	88	374	\$176,261,592.00	3

Subsequently, the appointed Negotiation Committee successfully negotiated an Agreement with the top-ranked firm, John Bean Technologies Corporation - JBT Airport Services.

**PROJECT:** Baggage Handling System Operation and Maintenance at MIA

**PROJECT NO.:** RFP NO. MDAD-11-14

**COMPANY NAME:** John Bean Technologies Corporation - JBT Airport Services

**COMPANY PRINCIPAL(S):** Thomas W. Giacomini, Chairman, President, CEO

**LOCATION OF COMPANY:** 1805 West 2550 South  
Ogden, Utah 84401

**GENDER/ETHNICITY OWNERSHIP:** Publicly Traded (NYSE)

**YEARS IN BUSINESS:** 20

**CONTRACT AMOUNT:** \$163,280,939.00

	AMOUNT
Total Payment for the five-year Term*	\$34,820,769.00
First one-year Extension*	\$7,588,560.00
Second one-year Extension*	\$7,811,120.00
Third one-year Extension*	\$8,040,231.00
Fourth one-year Extension*	\$8,276,084.00
Fifth one-year Extension*	\$8,518,879.00
<b>SUBTOTAL</b>	<b>\$75,055,643.00</b>
General Conditions	\$21,511,407.00
Dedicated Allowance Account for Additional Services	\$5,000,000.00
Dedicated Allowance Account for Parts	\$10,000,000.00
Dedicated Allowance Account for Training	\$2,000,000.00
Dedicated Allowance Account for Reimbursement of Rent	\$4,500,000.00
Dedicated Allowance Account for TSA funded Work	\$30,000,000.00
<b>SUBTOTAL</b>	<b>\$148,067,050.00</b>
General Allowance Account (10% of Sub-total)	\$14,806,705.00
<b>SUBTOTAL</b>	<b>\$162,873,755.00</b>
Inspector General Audit Account	\$407,184.00
<b>TOTAL CONTRACT AMOUNT**</b>	<b>\$163,280,939.00</b>

*\*Costs include furnishing all labor, supervision, routine maintenance, software/network support, consumables, expendables, equipment, and tools to adequately operate and maintain the Baggage Handling System at MIA.*

*\*\*The recommended total contract amount is \$5,108,008.00 below MDAD's total ten (10) year contract estimate which totaled \$168,388,947.00.*

**CONTRACT MEASURES:** Community Small Business Enterprise (CSBE) 32.32 percent  
Goal  
Small Business Enterprise (SBE) Goal 3.02 percent

**CONTRACT MEASURES ACHIEVED AT AWARD:** SBE Construction 32.34 percent (\$8,508,952.17)  
SBE Goods and Services 3.02 percent (\$18,058.39)

**SBE CONSTRUCTION**

**SUBCONTRACTORS:** Systems Integration & Maintenance, Inc.

**SBE GOODS & SERVICES  
SUBCONTRACTORS:** Safety Source International, Inc.  
Sirely Uniforms Inc.  
A&B Hardware Inc. d/b/a A&B Hardware – Lumber Inc.  
Barlop Inc.  
Cenoffi Inc. d/b/a Best Office Products

**RESPONSIBLE WAGES:** Yes (Building)

**COMMUNITY WORKFORCE  
PROGRAM (CWP):** Ten (10) percent

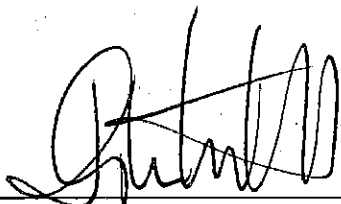
**PREVIOUS AGREEMENTS  
WITH THE COUNTY WITHIN  
THE PAST FIVE (5) YEARS:** Baggage Handling System Operation & Maintenance Contract  
(ITN-MDAD-01-06)

**TERM:** Five (5) years

**OPTION(S) TO RENEW:** The County reserves the right to extend the Agreement for up to five (5) separate one-year periods at the County's sole discretion, on the same terms and conditions. Notwithstanding the preceding, the County reserves the right to terminate the Agreement as described in the Agreement.

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

**INSPECTOR GENERAL:** Provisions included



Jack Osterholt, Deputy Mayor




# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** June 2, 2015

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

**SUBJECT:** Agenda Item No. 8(A)(1)

Please note any items checked.

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

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

Agenda Item No. 8(A)(1)  
6-2-15

RESOLUTION NO. R-475-15

RESOLUTION APPROVING AWARD OF NON-EXCLUSIVE OPERATOR AGREEMENT FOR BAGGAGE HANDLING SYSTEM OPERATION & MAINTENANCE AT MIAMI INTERNATIONAL AIRPORT, RFP NO. MDAD-11-14, TO JOHN BEAN TECHNOLOGIES CORPORATION – JBT AIRPORT SERVICES, IN THE AMOUNT OF UP TO \$163,280,939.00 FOR A TERM OF FIVE YEARS WITH FIVE ONE-YEAR RENEWAL OPTIONS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN, INCLUDING BUT NOT LIMITED TO TERMINATION AND EXTENSION PROVISIONS

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby approves the Non-Exclusive Operator Agreement For Baggage Handling System Operation & Maintenance at Miami International Airport, RFP No. MDAD-11-14, to John Bean Technologies Corporation – JBT Airport Services, in the amount of up to \$163,280,939.00 for a term of five years with five one-year renewal options, in substantially the form attached hereto, exclusive of exhibits which are on file with and available from the Clerk of the Board, and made a part hereof, and authorizes the County Mayor or County Mayor’s designee to execute the agreement and to exercise all provisions contained therein, including but not limited to termination and extension provisions.

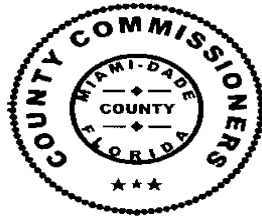
The foregoing resolution was offered by Commissioner **José "Pepe" Diaz** who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

	Jean Monestime, Chairman	aye	
	Esteban L. Bovo, Jr., Vice Chairman	aye	
Bruno A. Barreiro	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Dennis C. Moss	aye	Rebeca Sosa	absent
Sen. Javier D. Souto	aye	Xavier L. Suarez	aye
Juan C. Zapata	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 2<sup>nd</sup> day of June, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK



By: **Christopher Agrippa**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

David M. Murray



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**NON-EXCLUSIVE OPERATOR AGREEMENT FOR THE  
BAGGAGE HANDLING SYSTEM OPERATION &  
MAINTENANCE AT MIAMI INTERNATIONAL AIRPORT**

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THIS NON-EXCLUSIVE OPERATOR AGREEMENT, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and

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

**And**

**Operator:** **John Bean Technologies Corporation - JBT Airport Services** a Corporation (Operator, Contractor, or Operator Company) authorized to do business in the State of Florida; which term shall include its officers, partners, employees, successors, legal representatives, and assigns.

**Description of the Project:** The County, as represented by the Miami-Dade Aviation Department (MDAD), has engaged Operator to operate, maintain, and repair all specified inbound and outbound automated and manual sortation Baggage Handling Systems (BHSs) at Miami International Airport.

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**EXHIBITS:**

- Exhibit A:** BHS O&M Technical Specifications
- Exhibit B:** Not Used
- Exhibit C:** Tenant Airport Construction Reimbursable (TAC-R) Procedures
- Exhibit D:** Performance Bond for Baggage Handling Systems O&M at MIA
- Exhibit E:** Airport Customs Security Area Bond
- Exhibit F:** Community Small Business Enterprise (SBD Worksheet, I.O. 3-22, executed SOI(s))
- Exhibit G:** Community Workforce Program
- Exhibit H:** Miami-Dade County Responsible Wages & Benefits (website)
- Exhibit I:** Procedures for Requesting Construction Related Records
- Exhibit J:** CSBE Expedited Payment Process
- Exhibit K:** Ten-(10) Year Operations & Maintenance Cost Schedule
- Exhibit L:** Disadvantaged Business Enterprise (DBE) Participation Provisions and Davis Bacon Wage Rates
- Exhibit M:** Subcontractor Payment Report
- Exhibit N:** Small Business Enterprise Program (SBD Worksheet, Implementing Order 3-41, SBE Program and executed forms)
- Exhibit O:** Executed Affidavits and Licenses

**NON-EXCLUSIVE OPERATOR AGREEMENT FOR THE  
OPERATION OF THE BAGGAGE HANDLING SYSTEM  
OPERATION & MAINTENANCE AT  
MIAMI INTERNATIONAL AIRPORT**

THIS OPERATOR AGREEMENT (the "Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Miami-Dade County, Florida (the "County"), a political subdivision of the State of Florida and \_\_\_\_\_ ("Operator", "Contractor", or "Operator Company"), a Corporation authorized to do business in the State of Florida.

---

**WITNESSETH:**

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

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

**WHEREAS**, the Department, desires to engage an Operator to ensure the safe operation and maintenance of the BHS at Miami International Airport.

**WHEREAS**, a Request for Proposal, RFP No. 11-14 was issued by MDAD on October 2, 2014, and in response to the Request for Proposal, the County received proposals and an award has been made to Operator.

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

## DEFINITIONS

- **AGREEMENT:** The Operator Agreement and all attachments hereto and a part hereof entered into by the County and the Operator, including all of its terms and conditions, attachments, exhibits, and amendments.
- **ALLOWANCE ACCOUNT(S):** Account(s) in which stated dollar amount(s) are included in the Contract for the purpose of funding portions of the Work which are unforeseeable at the time of execution of the Contract, or for construction changes, for adjustments of quantities, for unit price work items or for special work deemed desirable by the County to be incorporated into the Contract. Performance of work, if any, under Allowance Account(s) will be authorized by written Work Order(s) issued by the County.
- **AMENDMENT:** A written modification to this Agreement executed by Operator and the County covering changes, additions, or reductions in the terms and conditions of this Agreement.
- **BAGGAGE HANDLING SYSTEM (BHS):** The BHS consists of the automated baggage sortation system, operation and supporting and equipment at the Miami International Airport as referenced in Exhibit A.
- **CODE:** The Code of Miami-Dade County, Florida.
- **COUNTY:** Miami-Dade County owns the Miami International Airport (MIA) and operates the Airport through the Miami-Dade Aviation Department.
- **DAYS:** Calendar days.
- **DEPARTMENT:** Miami-Dade Aviation Department ("MDAD"), which is a department of Miami-Dade County and represented by and acting through its Director or his/her designee(s).
- **DIRECTOR:** The Director of the Miami-Dade Aviation Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.
- **DOCUMENTATION:** Is defined as all records, procedures, schematics, diagrams, and manufacturer and Operator manuals customized or created specifically for the County.
- **EFFECTIVE DATE:** The date that appears in the first paragraph of the Operator Agreement.
- **FISCAL YEAR:** The period of time which commences on October 1<sup>st</sup> of a particular year and concludes on September 30<sup>th</sup>, of the ensuing year.
- **MAINTAIN:** Preventive maintenance, repair or replacement, as deemed appropriate in Operator's reasonable business judgment, of any installed equipment with the understanding that the Operator will provide the labor and the County will supply the equipment.

- **MONTHLY OPERATOR FEE:** The fee paid to Operator for operating and maintaining the Facilities.
- **NOTICE TO PROCEED:** A written notice to proceed issued by the Project Manager authorizing Operator to proceed with the work described in this Agreement.
- **OPERATION:** The ongoing process of sustaining the performance of the BHS according to design intent, the Owner’s changing needs, and optimum efficiency levels.
- **OPERATOR:** An independent firm, company, joint venture, corporation, partnership, or individual approved to oversee the operations of the BHS O&M operation.
- **PROJECT MANAGER (PM):** The person designated by the Department to administer the terms and conditions of this Agreement documents on behalf of the County.
- **SERVICES:** Those services that Operator shall perform in accordance with the terms and conditions of this Agreement as directed and authorized in writing by the County.
- **WORK ORDER:** A written order, authorized by the Director, directing the Operator to perform work under a specific Allowance Account, directing the Operator to perform a change in the work that does not have a monetary impact, including but not limited to, extending the Contract Time without increasing the maximum Contract amount.

**ABBREVIATIONS**

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

<b><u>ABBREVIATION</u></b>	<b><u>EXPLANATION OF ABBREVIATED TERM</u></b>
BHS	Baggage Handling System
EDS	Explosives Detection System
O&M	Operations and Maintenance



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

**1.01 Term:**

The County hereby engages Operator and Operator hereby shall perform the work described in Exhibit A, "BHS Technical Specifications", and agrees to operate and maintain the BHS located at Miami International Airport (the "Airport" or "MIA"), as described in Sub-Article 1.04 and commencing after completion of the Training Period, but in no event later than ninety (90) days after, \_\_\_\_\_, 2015, and continue for a term of five (5) years (the "Term") thereafter.

**1.02 Extensions:**

This Agreement may be extended at the sole discretion of the Department for a maximum of five (5) separate, one (1) year extensions, given no existing event of default. Each extension shall be exercised by the Department providing notice of said extension to Operator, no later than ninety (90) days prior to the expiration date of the Agreement or the applicable Extension Period. In the event the Department does not give notice, this Agreement shall terminate accordingly. Operator may, within thirty (30) days following the receipt of notice from the Department reject any such extension by written notice to the Department and, if so rejected, this Agreement shall terminate at the end of the term, or upon the termination of any exercised extension thereof as appropriate. Failure of Operator to respond to the Department within the thirty (30) day notice period shall automatically constitute acceptance of the extension.

**1.03 Not Used**

**1.04 Facilities:**

The Operator shall hereby perform the work described in Exhibit A, "BHS Technical Specifications", and agrees to operate and maintain the BHS's located in the following concourses at Miami International Airport

- Concourse D (Inbound Only)
- Concourse E (Inbound & Outbound)
- Concourse F (Inbound & Outbound)
- Concourse G (Inbound & Outbound)
- Concourse H (Inbound & Outbound)
- Concourse J (Inbound & Outbound)

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

**2.01 Services:**

- a) Operator shall provide all services listed in the Technical Specifications attached as Exhibit A, as well as all appurtenant work, or work necessary to accomplish same, for the firm fixed yearly price proposed in the proposal. Therefore, this price shall include all necessary manpower, services, equipment, inventory, materials, software, hardware, travel and lodging, and other direct costs, as well as all indirect costs, including but not limited to home office expenses, management expenses, sales general and administrative expenses (SG&A), carrying costs, travel, and opportunity costs, as well as all profits, for the management of all necessary construction services, the purchase of parts and materials, inventory control, and all related work required to maintain, operate, and operate the BHS as specified in Exhibit A. These services will be inclusive in the base Agreement amount.

The Operator shall be responsible for all staffing costs associated with the BHS. The County does not warrant or guarantee that the system can be operated or maintained with the staffing proposed by the Operator, and the Operator shall be solely responsible for maintaining sufficient staffing as to ensure compliance with its contractual requirements for system availability. Operator acknowledges that it has inspected the facilities and pertinent documents prior to entering into this agreement.

- b): The Operator may be required, at the direction of the Department, to perform additional or extra work. This work will be funded from the Allowance Accounts in this Agreement. Operator will diligently, upon written direction of the Department, perform such work in accordance with the requirements of this contract. The Operator will be compensated for actual costs incurred in the performance of this additional or extra work, plus mark-up and profit at the contractually stipulated rates.

**2.02 Design and Construction-General:**

As authorized pursuant to Section 125.012(24), Florida Statutes, when requested by the Department, Operator shall contract for the design and construction for the BHS in accordance with Exhibit C. All design and construction expenses shall be provided in accordance with the procedures of the Department. Operator shall be entitled up to a maximum of ten percent (10%) of the direct costs for mark-up and profit, which amount shall be full compensation to the Operator of all direct and indirect costs for the management or performance of such work.

**2.03 Award of Construction Contracts:**

Operator shall, following approval by the Department and Operator of plans and specifications, solicit a not-to exceed price for construction of the improvements called for by approved plans and specifications and bid documents ("Improvements"). The construction contracts for the Improvements let by Operator shall be subject to prior approval by the Department before they are executed by Operator, and shall incorporate the MDAD General Covenants and Conditions. If the not-to-exceed price of work is excessive, in the opinion of the Department, the proposed contract shall be rejected. If

directed by the Department, the Operator shall solicit sealed competitive bids, any or all of the Work.

All design and construction deliverables shall be in accordance with the procedures as specified in Exhibit C, Tenant Airport Construction Reimbursable Procedures (TAC-R).

**2.04 Certain Construction Contract Terms:**

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

**2.05 Improvements Free and Clear:**

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

**2.06 Right to Audit Construction Improvements:**

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

**2.07 Contracts Assignable:**

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

**ARTICLE 3**

**Rentals**

**3.01 Annual Rental:**

The Operator shall be required to pay rent at the prevailing Class III Terminal rates for the lease of the Facilities in Exhibit A pertaining to Commercial Areas, prorated and payable in equal monthly installments in U.S. funds, on the first day of each and every month, in advance and without billing or demand, at the offices of the Department as set forth in Article 3.02, "Address for Payments".

The Operator shall be required to pay rent for the administrative and support space at the prevailing Class III Terminal rates which will be prorated and payable in equal monthly installments in U.S. funds, on the first day of each and every month, in advance and without billing or demand. Payments shall commence on the beneficial occupancy date.

The Terminal Class III rental for office and administrative space post security ramp area (+/-500 sq. ft.) at \$79.92 per square foot based on rates in effect as of October 1, 2013.

### 3.02 Address for Payments:

The Operator shall pay all monies payable and identify the Agreement for which payment is made, as required by this Agreement, to the following:

**In Person:** Miami-Dade Aviation Department  
Finance Division  
4200 N.W. 36<sup>th</sup> Street  
Building 5A, Suite 300

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

**By Mail:** Miami-Dade Aviation Department  
Finance Division  
P.O. Box 526624  
Miami, FL 33152-6624

**By Express Mail:** Miami-Dade Aviation Department  
Finance Division  
4200 N.W. 36<sup>th</sup> Street  
Building 5A, Suite 300  
Miami, Florida 33122

**By Wire Transfer:** In accordance with Wire Transfer instructions provided by MDAD's Finance Division, 305-876-7711.

**By Credit Card:** Miami-Dade Aviation Department  
Finance Division- Cashier's Office  
305-876-0652

## ARTICLE 4 Allowance Accounts

### 4.01 Allowance Accounts

#### Dedicated Allowance Accounts

Certain portions of work which may be required to be performed by the Operator under this Contract are either unforeseeable or have not yet been designed, and the value of such work, if any, is included in the Contract as a specific line item(s). The County may, at its sole discretion, utilize the Allowance Accounts, either dedicated or general, to pay for additional or extra work.

- Dedicated Allowance Account for Additional Services
- Dedicated Allowance Account for Parts (*Includes shelving & bins to store parts*)
- Dedicated Allowance Account for Reimbursement of Rent
- Dedicated Allowance Account for Training
- Dedicated Allowance Account for TSA funded Work

General Allowance Account

- A. The General Allowance Account shall be used to reimburse the Operator for the actual costs of permit fees, license fees, impact fees and inspection fees paid to any governmental entity in connection with the operation or maintenance of the BHS, or any construction authorized hereunder for furnishing all labor, materials, equipment and services necessary for modifications or Additional or Extra Work required to complete the Project because of unforeseeable conditions; for performing minor construction changes required to resolve: oversight in design, Owner oversight, unforeseen conditions, revised regulations, technological and product development, operational changes, schedule requirements, program interface, emergencies and delays; Operator claims for damages; and for making final adjustment to estimated Services shown on the Price Proposal Form to conform to actual Services performed. Operator shall be entitled up to a maximum of ten percent (10%) of the direct costs associated with the Services performed under the General Allowance Account, such amount being full compensation to the Operator for all indirect costs, mark-up, and profit.
- B. Other allowance account(s) may be used as specified in the Contract Documents.

These values, if any, included in the Total Contract Amount, are not chargeable against the Total Contract Amount unless and until the Operator is directed to perform work contemplated in the Allowance Account(s) by a written Work Order(s) issued by the County. Any unused monies in any allowance account shall remain property of the County.

At such time as work is to be performed under the Allowance Account(s), if any, the work shall be integrated into the Contract as a part of the Contract as awarded.

The Work Order for the required work will be issued by the County upon receipt from the Operator of a satisfactory proposal for performance of the work, and the acceptance thereof by the County. Pricing shall be in accordance with the requirements for the Technical Specifications related to Additional or Extra Work.

The Operator shall solicit not less than three (3) competitive bids from appropriate sub-contractors and materials suppliers when so directed by the County, for performance of the work in accordance with such Plans and Specifications as may be required and as may be furnished by the County. The Operator shall submit the solicited bids to the County for approval or rejection. If the bids are rejected by the County, the Operator shall solicit additional bids for submittal.

No Work Orders shall be issued against an Allowance Account if such Work Orders in the aggregate exceed the authorized amount of that Allowance Account, provided however that such excess may be authorized by amending the Contract. No Work Order issued may modify the terms, conditions, or covenants of this Agreement unless subsequently approved by the Board of County Commissioners.

At Final Acceptance, the Contract Price shall be decreased to reflect unexpended amounts under the Allowance Accounts.

**ARTICLE 5**  
**Reimbursement of Rent**

**5.01 Reimbursement of Rent:**

The County shall reimburse the Operator the cost of Terminal Class III rental for office and administrative space post security ramp area (+/-500 sq. ft.) as described in Article 3. Operator shall request reimbursement in writing, and submit documentation to the County, including copies of checks, evidencing rental payments to the County.

**ARTICLE 6**  
**Compensation to Operator**

**6.01 Compensation to Operator:**

The County shall pay to Operator as consideration for operating and maintaining the BHS at Miami International Airport for the BHS locations specified in Sub-article 1.04, "Facilities", and providing the services required herein, as follows:

- A) The amount bid for the Base Term of this Agreement shall be divided by sixty (60) months to arrive at an average monthly payment to the Operator of \$580,346.15. Subsequent years may be adjusted based in increases in staffing costs as otherwise allowed in this Agreement. This monthly payment shall be deemed to include all necessary manpower to operate and maintain the BHS as specified in Exhibit A during such month. Payment of this amount shall commence following completion of any training period as authorized by the County and issuance of the Second Notice to Proceed.
- B) For any extension year as authorized by the County, the monthly payment shall be the amount bid divided by twelve. This monthly payment shall be deemed to include all necessary manpower, services, equipment, inventory, materials, software, hardware, travel and lodging, and other direct costs, as well as all indirect costs, including but not limited to home office expenses, management expenses, SG&A, carrying costs, travel, and opportunity costs, as well as all profits, for the management of all necessary construction services, the purchase of parts and materials, inventory control, and all related work required to maintain, operate, and operate the BHS as specified in Exhibit A during each such month during the extension period.
- C) Compensation to the Operator for any additional or extra work shall be made in conformance with these contract documents. The Operator will be compensated for actual costs incurred in the performance of this additional or extra work, plus mark-up and profit at the contractually stipulated rates. Under no circumstances may the Operator include, as a component of any hourly rate for manpower or materials, home office expenses, SG&A, or other indirect costs; payment for manpower shall be made solely on the basis of the hourly rate to the worker, plus benefits, plus the contractually stipulated mark-up and profit.
- D) In accordance with Miami-Dade County Code Section 2-8.8, as a condition of final payment under this Agreement, the Contractor shall identify all subconsultants/subcontractors used for the Services, the amount of each subcontract, and the amount paid and to be paid to each subconsultant/subcontractor. (Refer to Exhibit M).
- E) The Operator shall submit as attachments to each invoice Certified Payroll forms for all employees on the job, at every tier, for job classifications identified with the applicable Responsible Wages and Benefits. The data on the Certified Payroll forms will be checked against the required wages and benefits prescribed in the Miami-Dade County Responsible Wages & Benefits – Building.

F) The County may review and approve increases for the individual yearly salaries of Operator's staff, whose job functions are not covered under the County's Responsible Wages Ordinance. Salary adjustments will be reviewed in accordance with the County's annual Responsible Wages, and will mirror the percentile change in the Responsible Wage, but shall not exceed three percent (3%) of the prior year's salary. In no event shall salary increases provided hereunder, result in the County paying Operator in excess of \$6,964,153.80 for the initial term of this agreement.

<b>BHS O&amp;M TEN (10) YEAR PRICING</b>	
1) BHS – (Concourses D, E, F, G, H, J): Furnish all labor, supervision, routine maintenance, software/network support, consumables, expendables, equipment, and tools to adequately operate and maintain the Baggage Handling Systems listed above, at Miami International Airport, per the Contractual requirements for a yearly lump sum of:	
Average Annual payment for the Five (5) year Term (Annual payment will be in 12 equal amounts)	\$6,964,153.80
Annual payment for the First (1 <sup>st</sup> ) one (1) year Extension	\$7,588,560.00
Annual payment for the Second (2 <sup>nd</sup> ) one (1) year Extension	\$7,811,120.00
Annual payment for the Third (3 <sup>rd</sup> ) one (1) year Extension	\$8,040,231.00
Annual payment for the Fourth (4 <sup>th</sup> ) one (1) year Extension	\$8,276,084.00
Annual payment for the Fifth (5 <sup>th</sup> ) one (1) year Extension	\$8,518,879.00
2) General Conditions	\$21,511,407.00
3) Dedicated Allowance Account for Additional Services	\$5,000,000.00
4) Dedicated Allowance Account for Parts <i>(Includes shelving and bins to store parts)</i>	\$10,000,000.00
5) Dedicated Allowance Account for Training	\$2,000,000.00
6) Dedicated Allowance Account for Reimbursement of Rent <i>(Class III rental rate for office/administrative space post security ramp area)</i>	\$4,500,000.00
7) Dedicated Allowance Account for TSA funded Work	\$30,000,000.00
8) General Allowance Account <i>(Ten percent (10%) of the sum of Items 1 through 7)</i>	\$14,806,705.00
9) Inspector General Audit Account <i>(One quarter of one percent (.0025%) of the sum of Items 1 through 8)</i>	\$407,184.00
<b>TOTAL CONTRACT AMOUNT:</b>	<b>\$163,280,939.00</b>
<i>One Hundred Sixty Three Million Two Hundred Eighty Thousand Nine Hundred Thirty-Nine Dollars</i>	
<i>(Total Contract Amount in Words)</i>	

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**ARTICLE 7****Personnel****7.01 Secured Areas/Airfield Operations Area (AOA) Sterile Areas Security:**

The Contractor acknowledges and accepts full responsibility for compliance with all applicable Federal, State, and Local laws, rules and regulations including those of the Homeland Security, Transportation Security Administration's (TSA) Code of Federal Regulations 49 CFR Part 1542 et al, Federal Aviation Administration FAA, Customs and Border Protection CBP, the MDAD Airport Security Plan and applicable Security Directives issued by TSA and the Aviation Department as set forth from time to time relating to Contractor's activities at the Miami International Airport (MIA).

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

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

Contractor Ramp Permits will be issued to the Contractor 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 Contractor staff with proper access zone pictured MDAD SIDA ID badges shall be allowed to operate a motor vehicle on the AOA without a MDAD escort. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor.

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 Contractor 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.

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

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

Operator 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 Operator or Airport assignment and upon termination of this Agreement. Operator shall promptly report to the Department the names of all persons who were employed by Operator 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 Operator, Operator 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 Operator 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.

**7.03 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 Air Operations Area ("AOA") of the Airport. Operator agrees that its vehicles, cargo, goods and other personal property are subject to being searched when entering or leaving the AOA. Operator 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 Operator pursuant to this Agreement.

It is further agreed that the Department has the right to prohibit an individual, agent or employee of Operator 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 Operator 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 Operator hereunder.

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

**7.04 AOA – Driver Training:**

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

**7.05 Federal Agencies Right to Consent:**

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

**7.06 Employment Related Examinations:**

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

**7.07 Tips and Gratuities:**

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

**7.08 Relationship of Parties:**

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

**7.09 Language Requirements:**

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

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

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

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

**7.11 Alcohol and Drug Testing:**

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

**7.12 Employee Training:**

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

**7.13 Use of Public Facilities:**

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

**7.14 Passenger Referrals:**

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

**7.15 Employee Covenants Violations:**

In the event Operator violates the covenants in Sub-Articles 7.13 or Sub-Article 7.14 above for failure to properly control its employees or by permitting its employees to improperly use facilities provided by the County for the use and convenience of the traveling public, the Department shall have the right to (i) confiscate the employee's Airport identification, (ii) require Operator to terminate from employment at the Airport those employees who have individually violated the covenants of Sub-Article 7.13 and/or Sub-Article 7.14, and (iii) take action pursuant to Article 18 thereof.

**7.16 Other Business Activity:**

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

**ARTICLE 8**  
**Duties and Obligations of Operator**

**8.01 Policy and Procedures Manuals:**

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

- (a) Employee Training Manuals
- (b) All manuals and procedures related to equipment and systems.
- (c) Facilities maintenance and cleanliness programs
- (d) Customer Complaints

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

**8.02 Injury or Damage:**

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

**8.03 Complaints:**

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

**8.04 Permits and Licenses:**

Operator shall be responsible for obtaining all necessary permits and licenses required for installation and operation of the BHS. Operator shall cooperate and comply with any inspections required by all OSHA, Federal, State, and County codes, ordinances, statutes, and laws.

Operator must possess and maintain throughout the term of the Agreement and any Extensions thereof, the following licenses or qualifier, and provide proof of such to the County:

- a) State of Florida Certified General Contractor License and;
- b) Master Transporting Assembly Install License

Any work not under the scope of work of the Operator's license must be sub-contracted to an appropriate licensed contractor.

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

**8.05 Accounting Records and Audit Provisions:**

The County reserves the right to audit the accounts and records of the Contractor supporting all payments for Services hereunder and all Reimbursable Expenses including, but not limited to, payroll records and federal tax returns. The County shall have unrestricted access to all of the Contractor's books and records that pertains to the Contractor's operation under this Agreement. In addition, the County shall have unrestricted right to audit, either by County staff or an audit firm chosen by the County. Such audit may take place during reasonable business hours for the period of the performance of this Agreement and for three (3) years after final payment under this Agreement. The Contractor shall maintain, as part of its regular accounting system,

records of a nature and in a sufficient degree or detail to enable such audit to determine the personnel hours and personnel costs and other expenses associated with the Agreement. It is further agreed that said compensation provided for in this Agreement shall be adjusted to exclude any significant costs where the County determines that the payment for Services was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs. All such adjustments in compensation paid or payable to Contractor under this Agreement shall be made within three (3) years from the date of final billing or acceptance of the Services by the County, whichever is later. The Contractor shall pay for all audit-related expenses where the audit findings aggregate to greater than or equal to three percent (3%) of the correct amount the County should have paid or been invoiced. The three percent (3%) audit-related expense threshold only applies to the amount(s) audited, and not all of the Contractor's billings. Any overpayment amount(s) discovered by audit shall be reimbursed to the County within fifteen (15) calendar days of notice of the audit results to the Contractor.

**8.06 Right to Audit:**

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

**8.07 Contracts/Agreements:**

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

**ARTICLE 9**

**Rights Reserved to the County**

**9.01 Rights Reserved to County:**

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

**9.02 Rights of County at Airport:**

The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and facilities at the Airport, inclusive of the facilities covered under this Agreement. The County shall, in the exercise of such right, be free from any, and all liability to Operator for business damages occasioned during the making of such repairs, alterations and additions except those occasioned by the sole active negligence of the County, its employees, or agents. Nothing herein shall obligate or mandate that the County utilize Operator to perform work related to the Facilities.

**9.03 Not Used**

**9.04 Not Used**

**9.05 Other County Rights:**

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

**ARTICLE 10**  
**Maintenance by Operator**

**10.01 Cleaning of Facilities:**

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

**10.02 Repair of Damage:**

Operator shall repair all damage to the Facilities, office and administrative locations caused by Operator, its employees, agents, independent contractors or patrons. The Department may, at its option, choose to do the work with its own forces or by contract or to require Operator to perform or contract the work, as per 10.06 below.

**10.03 Garbage and Trash Disposal:**

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

**10.04 Maintenance of Utilities:**

Operator shall operate and maintain all the components of the electrical distribution, air conditioning, ventilating, fire protection, hot and cold water, and industrial and sanitary sewerage systems and facilities within the boundaries of the Facilities, unless otherwise directed by the Department. The Department reserves the right to make arrangements for emergency maintenance and repair of said systems and facilities, using its own or contract employees, during nights, weekends and holidays.



**10.05 Maintenance and Repair:**

Operator shall maintain and repair the interior of the Facilities (excluding the BHS), and shall make all repairs as required in and about the Facilities, including, but not limited to, painting, doors, windows, fixtures, furnishings, appurtenances, replacement of light bulbs, ballasts and tubes and the replacement of all broken glass, which repairs shall be in quality and class equal to or better than the original work to preserve the same in good order and condition, subject to ordinary wear and tear.

**10.06 Extraordinary Maintenance:**

Operator shall consult with the Department before undertaking any maintenance work. The Department may, at its option, choose to have the work done by its own forces or by contract or to require Operator to perform or contract the work in accordance with Sub-Article 8.15, Purchasing.

**10.07 Alterations and Signs:**

Operator 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.

**ARTICLE 11  
Not Used****ARTICLE 12  
No Assignment, Subletting or Sale of Controlling Interest****12.01 No Assignment:**

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

**12.02 Ownership Structure of Operator:**

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

**12.03 Change of Control:**

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

**12.04 Authority:**

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

**ARTICLE 13**  
**Bonds**

**13.01 Performance Bond:**

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

**13.02 Not Used**

**13.03 Surety Bonds:**

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

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

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

1. Providing evidence that the surety has twice (2x) the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued.
2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code.
3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury ("Treasury") under .31 U.S.C. §§ 9304-9308.

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

- (c) For contracts in excess of \$500,000, the provisions of this Sub-Article must be adhered to, plus the company must have listed for at least three (3) consecutive years, or holding a valid Certificate of Authority of at least \$1.5 million dollars on a Treasury list.
- (d) Surety bonds guaranteed through the Small Business Administration or Contractors Training and Development Inc., will also be acceptable.
- (e) The attorney-in fact or other officer who signs a contract company must file with such bond a certified copy of his power of attorney authorizing him to do so. The contract bond must be counter signed by the surety's resident Florida agent.

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

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

#### **13.04 Cancellation of Bonds:**

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

### **ARTICLE 14 Indemnification**

Operator shall indemnify, defend, and hold harmless the County, including its successors and assigns, and its officers, employees, consultants, sub-consultants, agents, bond trustees, and instrumentalities (collectively the "Indemnitees"), from any and all liability, loss, claim, damage or cost, including attorney's and expert fees and cost of defense, which the County or its officers, employees, consultants, sub-consultants, agents, bond trustees, or instrumentalities may incur in whole or in part (i) out of any injury, loss, theft, damage or cost to any person or property while on or about the Facilities, or out of any condition on the Facilities, or out of any breach of any Agreement covenant, warranty or representation by Operator or persons acting under Operator or from any act or omission anywhere by Operator or persons acting under Operator, or (ii) as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Operator or its employees, agents, servants, partners, principals, contractors, vendors or suppliers, except to the extent caused directly by the negligent act or willful misconduct of County. Operator shall pay all claims and losses in connection therewith, and shall investigate and

defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys and expert's fees which may be issued thereon. This provision shall survive termination of this Agreement.

**ARTICLE 15**

**Insurance**

**15.01 Insurance Required:**

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

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

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

The limits for each type of insurance may be revised upon MDAD Risk Management's review and approval of the Operator'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 Operator must show coverage has been obtained that meets the requirements as outlined below during the provision of Services at the Facilities:

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

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 Operator 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 Operator allowed on the Airside Operation Area (AOA) without increasing automobile coverage to \$5,000,000 as approved by the Risk Management Office.

**15.02 Certificates of Insurance:**

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

- a) the Operator 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 Operator to provide such reasonably amended insurance coverage as it deems necessary or desirable upon issuance of notice in writing to Operator.

**15.03 Certificates of Renewal:**

Operator 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 Operator. In the event the Department exercises its right to assume direct responsibility for any of the required insurance coverage, Operator shall be named as an additional insured, where applicable provided the Department does not self-insure. Compliance with the foregoing requirements shall not relieve Operator of its liability and obligation under any other portion of this Agreement.

**15.04 Certificates of Continuity:**

Operator 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, Operator, shall be responsible for submitting new or renewed insurance certificates to the MDAD Risk Management Office at a minimum of thirty (30) calendar days before such expiration.

**15.05 Insurance Company Rating Requirements:**

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

The company must be rated no less than "A-" as to financial strength, and no less than "Class VII" as to financial size, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company, 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.

**15.06 Cancellation of Insurance:**

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

**15.07 Other Insurance Indemnification:**

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

**15.08 Operator Liable:**

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

**15.09 Right to Examine:**

The Department reserves the right, and upon reasonable notice, to examine the original policies of insurance (including, but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. Operator 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) Operator agrees to provide copies to the Department, at Operator's sole cost and expense.

**15.10 Personal Property:**

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

**15.11 Survival of Provisions:**

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

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

The County may, from time to time, permit Operator to utilize certain patents, copyrights, trademarks, trade names, logos, computer software and other intellectual property owned by the County in the Performance of this Agreement, which patents, copyrights, trademarks, trade names, logs computer software and intellectual property may have been created pursuant to the terms of this Agreement. Such permission, when granted, shall be evidenced by a nonexclusive license executed by Operator and the Department, on behalf of the County, granting Operator the right, license and privilege to use a specific patent, copyright, trademark, trade name, logo, computer software or other intellectual property without requiring payment of fees therefore. The County may likewise license from Operator the use of certain trademarks which Operator has previously created, without a requirement for the payment of any additional fees or compensation to Operator for such license. Failure of the parties to execute a formal license agreement shall not vest neither title nor interest in such patent, copyright, trademark, trade name, logo, computer software or intellectual property shall vest in the using party.

**ARTICLE 17**  
**Force Majeure**

Strictly in relation to the obligations of each party to the other under this Agreement and not for any other purpose or for any benefit of a third party, each party shall be excused from the timely performance of their respective obligations or undertakings provided in this Agreement, if the performance of such obligations or undertakings is prevented or delayed, retarded or hindered by: (i) strikes, lockouts, boycotts, actions of labor unions, labor disputes, labor disruptions, acts of God, work stoppages or slowdowns, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, provided however, this clause (i) does not apply to such actions related to employees, temporaries, contractors, subcontractors or suppliers of Operator; or (ii) embargo's, general shortages of labor, equipment, facilities, materials or supplies in the open market, acts of God, acts of a public enemy, acts of governmental authority, including, without limitation, the Federal Aviation Administration ("FAA"), Department of Transportation ("DOT"), Transportation Safety Administration ("TSA"), Environmental Protection Agency ("EPA"), civil and defense authorities, war (declared or undeclared), invasion, insurrection, terrorism, riots, rebellion or sabotage.

**ARTICLE 18**  
**Cancellation Or Termination of Contract**

**18.01 Cancellation by the County:**

**18.1.01** The County may at its option and discretion cancel the Contract at any time without any default on the part of the Operator by giving a written Notice of Cancellation to the Operator and its Surety at least ten (10) days prior to the effective date of such cancellation.

**18.1.02** In the event of cancellation by the County, the County shall pay the Operator for all labor performed, all materials and equipment furnished by the Operator and its Sub-contractors, materialmen and suppliers and manufacturers of equipment less all partial payments made on account prior to the date of cancellation as determined by the PM and approved by the Architect/Engineer and the Consulting Engineers. The Operator will be paid for:

- A. The final value of all work completed under the Contract, based upon the approved Schedule of Values and/or Unit Prices,
- B. The final value of all materials and equipment delivered to but not incorporated into the work and properly stored on the site,
- C. The final value of all bonafide irrevocable orders for materials and equipment not delivered to the construction site as of the date of cancellation. Such materials and equipment must be delivered to the County to a site or location designated by the County prior to release of payment for such materials and equipment.
- D. No claims for loss of anticipated profits or for any other reason in connection with the cancellation of the Contract shall be considered.

**18.1.03** In the event of cancellation under this Article, the Operator shall not be entitled to any anticipated profits for any work not performed due to such cancellation.

**18.1.04** In the event of cancellation under this Article, the County does not waive or void any credits otherwise due County at the time of cancellation, including liquidated damages, and back charges for defective or deficient work.

**18.1.05** Upon cancellation as above, the PM shall prepare a certificate for Final Payment to the Operator.

**18.02 Termination by Default of Operator:**

**18.2.01** The Contract may be terminated by the County for failure of the Operator to comply with any requirements of the Contract Documents including but not limited to:

- A. Failure to begin the work under the Contract within the time specified in the "Notice to Proceed", or
- B. 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
- C. 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
- D. Discontinues the prosecution of the work, or
- E. Failure to resume work which has been discontinued within a reasonable time after notice to do so, or
- F. 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
- H. Makes an assignment for the benefit of creditors, or
- I. For any other cause whatsoever, fails to carry on the work in an acceptable manner.
- J. The County may terminate this Contract if the Operator 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.
- K. A principal of the Operator is convicted of a felony during the Term or any Extensions thereof if applicable.

**18.2.02** Before the Contract is terminated, the Operator and its Surety will be notified in writing by the PM of the conditions which make termination of the Contract imminent. The Contract will be terminated by the County ten (10) days after said notice has been given to the Operator and its Surety. Unless a satisfactory



effort acceptable to the County has been made by the Operator or its Surety to correct the conditions, the County may declare the Contract breached and send a written Notice of Termination to the Operator and its Surety.

**18.2.03** The County reserves the right, in lieu of termination as set forth in this Article, to withhold any payments of money which may be due or become due to the Operator until the said default(s) have been remedied.

**18.2.04** In the event the County exercises its right to terminate the Contract for default of the Operator as set forth herein, the Surety shall complete the Contract in accordance with its terms and conditions. If the Surety takes over, the time or delay between Notice of Default and start of work by the Surety is a Non-Excusable Delay. If the Surety fails to act promptly, but no longer than thirty (30) calendar days, or after such takeover fails to prosecute the Work in an expeditious manner, the County may exercise any of its other options including completing the Work by whatever means and method it deems advisable. No claims for loss of anticipated profits or for any other reason in connection with the termination of the Contract shall be considered.

**18.2.05** The Operator shall immediately upon receipt communicate any Notice of Termination for Default issued by the County to the affected Sub-contractors and suppliers at any tier.

**18.03 Termination for National Emergencies:**

**18.3.01** The County shall terminate the Contract or portion thereof by written notice when the Operator is prevented from proceeding with the construction Contract as a direct result of an Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense.

**18.3.02** When the Contract, or any portion thereof, is terminated before completion of all items of work in the Contract, payment will be made for the actual number of units or items of work completed at the Contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits or for any other reason in connection with the termination of the Contract shall be considered.

**18.04 Implementation of Cancellation or Termination:**

**18.4.01** If the County cancels or terminates the Contract, the Operator shall stop all work on the date specified in the Notice of Cancellation or Termination and shall:

- A. Cancel all orders and Subcontracts which may be terminated without costs;
- B. Cancel and settle other orders and Subcontracts where the cost of settlement will be less than costs which would be incurred were such orders and subcontracts to be completed, subject to prior approval of the PM,
- C. Transfer to the County, in accordance with directions of the -PM, all materials, supplies, work in progress, facilities, equipment, machinery or tools acquired by the Operator in connection with the performance of the work and for which the Operator has been or is to be paid;

- D. Deliver to the PM As-Built Documents, complete as of the date of cancellation or termination, Plans, Shop Drawings, Sketches, Permits, Certificates, Warranties, Guarantees, Specifications, three (3) complete sets of maintenance manuals, pamphlets, charts, parts lists, spare parts (if any), operating instructions required for all installed or finished equipment or machinery, and all other data accumulated by the Operator for use in the performance of the work.
- E. The Operator shall perform all work as may be necessary to preserve the work then in progress and to protect materials, plant and equipment on the site or in transit thereto.
- F. Cancellation or termination of the Contract or a portion thereof shall neither relieve the Operator of its responsibilities for the completed work nor shall it relieve its Surety of its obligation for and concerning any just claim arising out of the work performed.
- G. In arriving at the amount due the Operator under this Article, there will be deducted, (1) any claim which the County may have against the Operator in connection with this Contract and (2) the agreed price for, or the proceeds of sale of materials, supplies or other items acquired by the Operator or sold, pursuant to the provisions of this Article, and not otherwise recovered by or credited to the County.

**ARTICLE 19**  
**Termination by Operator**

**19.01 Termination by Operator:**

Operator shall have the right, upon one hundred eighty (180) calendar days written notice to the Department to terminate this Agreement (note: The Department must acknowledge receipt of the notice), without liability to the County, at any time after the occurrence of one (1) or more of the following events:

- (A) Issuance by any court of competent jurisdiction of any injunction substantially restricting the use of the Airport for airport purposes, and the remaining in force of said injunction for a period of more than one hundred eighty (180) calendar days.
- (B) A breach by the County of any of the material terms, covenants or conditions contained in this Agreement required to be kept by the County and failure of the County to remedy such breach for a period of three hundred sixty five (365) calendar days after receipt of written notice from Operator of the existence of such breach.
- (C) The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of the operation, control or use of the Airport premises or any substantial part, or parts thereof, in such a manner as substantially to restrict the Operator's operations for a period of one hundred eighty (180) calendar days.
- (D) Suspension of all scheduled passenger flight operations, whether such suspension is due to governmental action, an act of God, the public enemy, or other circumstances for a period of one hundred eighty (180) calendar days.

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

## ARTICLE 20

### Equal Employment Opportunity, Nondiscrimination and Affirmative Action

#### **20.01 Equal Employment Opportunity:**

In accordance with Title 14 Code of Federal Regulation (CFR) Part 152 (Affirmative Action Employment Program), Operator 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. Operator 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.

Operator 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.

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

#### **20.02 Nondiscriminatory Access to Premises:**

Contractor, 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 Contractor 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 Contractor 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 Contractor shall obligate their Subcontractors and sub-consultants to the same nondiscrimination requirements imposed on the Contractor and assure said requirements are included in those sub-agreements.

### **20.03 Breach of Nondiscrimination Covenants:**

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

### **20.04 Nondiscrimination:**

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

### **20.05 Disability Non-discrimination Affidavit:**

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

Resolution or Operator violated the Act or the Resolution during the term of this Contract, even if Operator was not in violation at the time it submitted its affidavit.

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

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

(County Code Section 2-8.1.5): In accordance with the requirements of County Code Section 2-8.1.5, all firms with annual gross revenues in excess of \$5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's 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 21**

**Damage or Destruction to Facilities**

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

**ARTICLE 22**  
**Rules, Regulations and Permits**

**22.01 Rules and Regulations:**

Operator shall comply with: (i) the ordinances of the County including the rules and regulations of the Department; (ii) Chapter 25 of the Code; (iii) operational directives issued hereunder; (iv) all additional laws, statutes, ordinances, regulations and rules of the federal, state and local governments, and any and all plans and programs developed in compliance therewith; (v) any County administrative orders and resolutions of the Board of County Commissioners which may be applicable to its operations or activities under this Agreement; (vi) federal air and safety laws and regulations; and (vii) federal, state, and County environmental, hazardous wastes and materials, and natural resources laws and regulations. This Agreement itself is subject to the Independent Private Sector Inspector General Review provisions of Administrative Order 3-20, as such Administrative Order may be amended from time to time.

**22.02 Violations of Rules and Regulations:**

Operator represents and agrees to pay, on behalf of the County, any penalty assessment or fine issued against the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the federal, state or local governments based in whole or substantial part upon a claim or allegation that Operator, its agents, employees, contractors, subcontractors, suppliers, or invitees, have violated any law, ordinance, regulation or rule described in Sub-Article 20.01 or any plan or program developed in compliance therewith. Operator further represents that the substance of Sub-Article 20.01 shall be included in every contract and other agreements, which Operator may enter into related to its operations and activities under this Agreement and that any such contract and other agreement shall specifically provide that "Miami-Dade County, Florida is a third party beneficiary, of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subletting or subleasing.

**22.03 Permits and Licenses:**

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

**ARTICLE 23****Civil Actions****23.01 Governing Law-Venue:**

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

**23.02 Registered Office/Agent Jurisdiction:**

Operator, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, and such designations to be filed with the Florida Department of State in accordance with Section 607.034, Florida Statutes. If Operator is a natural person, both Operator and his or her personal representative(s) hereby submit themselves to the jurisdiction of the courts of the State of Florida for any cause of action based in whole or in part on the alleged breach of this Agreement.

**ARTICLE 24****Actions at Termination****24.01 Surrender of Facilities:**

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

**24.02 Amounts Due and Payable:**

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

**24.03 Removal of Personal Property:**

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

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

**25.01 Payment of Taxes:**

Operator shall pay any taxes lawfully assessed against Operator arising out of its operations hereunder; provided, however, that Operator shall not be deemed to be in default of its obligations under this Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay same after the ultimate adverse conclusion of such contest shall constitute a default, pursuant to Article 18.

**25.02 No Possessory Interests:**

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

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

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

**25.04 Administrative Modifications:**

It is understood and agreed that the Department, upon written notice to Operator, shall have the right to modify administratively and to revise the budget, reimbursement, replenishment and payment procedures, contained in Articles 3, 4 and 5, other technical requirements hereof, and the exhibits hereto; provided, however, such revisions shall not have a materially adverse effect on the right of Operator 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 Security:**

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

**25.07 Rights of County at Airport:**

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



**25.08 Federal Subordination:**

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

**25.09 Severability:**

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

**25.10 Authorized Uses Only:**

Notwithstanding anything to the contrary herein, Operator 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 Operator under this Agreement.

**25.11 No Waiver:**

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

**25.12 Right to Regulate:**

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

**25.13 Entirety of Agreement:**

This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any prior agreements, representations or statements made with respect to such subject matter, whether oral or written, and any contemporaneous oral agreements, representations or statements with respect to such subject matter, are merged herein; provided, however, that Operator hereby affirms the completeness and accuracy of the information submitted by Operator to the Department in connection with the award of this Agreement.

**25.14 Inspections:**

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

**25.15 Headings:**

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

**25.16 Binding Effect:**

The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

**25.17 Performance:**

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

**25.18 No Estoppel or Waiver**

No acceptance, order, measurement, payment, or certificate of or by a party or its employees or agents shall estop the other party from asserting any right of the ensuing Agreement. There shall be no waiver of the right of a 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 the other party unless such waiver is explicitly made in writing by the party. No delay or failure to exercise a right under the ensuing Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under the Agreement.

**25.19 Conflict of Interest/Code of Ethics Ordinance**

In connection with the terms and conditions of this Agreement, the Contractor agrees to adhere to and be governed by the County, Florida Conflict of Interest Code of Ethics Ordinance (Section 2-11.1 of the Code). Notwithstanding the provisions of any federal, state or County law governing the activities of the Contractor hereunder, commencing as of the effective date of this Agreement and continuing for the term hereof, the Contractor shall not knowingly enter into any contract or other financial arrangement with any person, corporation, municipality, authority, county, state, country, or any tenant or airline, which would constitute a conflict with interest of the County hereunder or with the

Services provided by the Contractor to the County hereunder. The Miami-Dade County Ethics Commission shall make determination(s), binding upon the Parties, as to whether conflicts exist or will exist, and if such relationship will be serious enough to constitute a conflict hereunder.

The Contractor represents that no officer, director, employee, agent, or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

The Contractor also represents that, to the best of its actual knowledge:

- (a) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other Contractor of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, supplies or Work, to which this Agreement relates or in any portion of the revenues; or
  - ii) Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- (b) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided however, that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- (c) The provisions of this article are supplemental to, not in lieu of, all applicable laws with respect to conflicts of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- (d) In the event the Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions the Contractor receives from the Project Manager in regard to remedying the situation.

**25.20 Notices:**

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

TO THE COUNTY:

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

To Operator, in care of the Operations Manager, or to:

**John Bean Technologies Corporation - JBT Airport Services  
1805 West 2550 South, Ogden, UT 84401  
Brent Ahlstrom, General Manager  
Email: [brent.ahlstrom@jbtc.com](mailto:brent.ahlstrom@jbtc.com)**

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

**25.21 Non-exclusive Agreement:**

Notwithstanding any other provision of this non-exclusive Agreement, the County is not precluded from retaining or utilizing any other contractor(s), staff, or a combination of contractor(s) and staff to perform any services within the contract limits defined in the Agreement. The County may elect to competitively procure and contract any staff, hardware, infrastructure or system additions and changes, including, but not limited to 1) additional or replacement on-site staff to support or maintain the AOIS or FIDS, 2) additional or replacement AOIS or FIDS hardware, 3) outside plant extensions, 4) major changes in network architecture, and 5) other information systems or telecommunications infrastructure changes. The Contractor shall have no claim against the County as a result of the County electing to retain or utilize such other contractor(s) to perform any such services, provided that the County shall instruct all other contractor(s) that they shall not act in a way that would disrupt or interfere with Contractor's performance of its duties, and take all other reasonably possible steps to avoid any such disruption or interference

**25.22 Governmental Authority:**

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.

**25.23 Independent Contractor:**

The Contractor shall perform all services described herein as an independent contractor and not as an officer, agent, servant, or employee of the County. All personnel provided by the Contractor in the performance of this Agreement shall be considered to be, at all times, the sole employees of the Contractor under its sole discretion, and not employees or agents of the County.

**25.24 Intent of Agreement:**

This Agreement is for the benefit of the Parties only and does not: (a) grant rights to third party beneficiaries, or to any person; or (b) authorize non-parties to the Agreement to maintain a suit for personal injuries, professional liability, or property damage pursuant to the terms or provisions of the Agreement.

**25.25 Modifications:**

This Agreement may be modified and revised by written Amendment duly executed by the Parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" sufficient to change, modify, extend or otherwise affect the terms of the Agreement. Any oral representation or modifications concerning this Agreement shall be of no force or effect.

**25.26 Ownership of Documents:**

Any and all reports, photographs, surveys, provided or created in connection with this Agreement are and shall remain the property of the County. In the event of termination of this Agreement, any software database, all electronic files associated with work performed, any reports; such as traffic, inventory, switch audit, service and or MAC logs and photographs, surveys, prepared by the Contractor, whether finished or unfinished, shall become the property of the County, and the Contractor shall immediately remit same to the County.

Contractor further acknowledges and agrees that Contractor shall not have ownership interest of any kind in any original materials, either written or readable by machine, prepared by Contractor for County, or prepared jointly by Contractor and County, constituting an original, a modification to, enhancement of derivative work based on such materials. Contractor shall be permitted to create and use such Documentation and Materials solely for the purpose of providing services to County.

**25.27 Prior Agreements:**

The Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with this Agreement.

**25.28 Solicitation:**

Except as provided by Section 2-11.1(s) of the Code, the Contractor warrants that: 1) it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement; and 2) it has not paid, or agreed to pay any company or other person any fee, or commission, gift, or other consideration contingent upon the execution of this Agreement. A breach of this warranty makes this Agreement voidable by the County without liability to the Contractor for any reason.

**25.29 Survival:**

Any obligations of the Contractor and the County which by their terms would continue beyond the termination, cancellation or expiration of this Agreement or any service order shall survive with such termination, cancellation or expiration.

**25.30 Third Party Beneficiaries:**

Neither the Contractor nor the County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement, and that no third party shall be entitled to assert a claim against either of the Parties based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third party or entity under this Agreement. Contractor represents and warrants that it shall use access to and knowledge of Software, Systems and related Documentation solely to provide Services to County, and not for the use or benefit of any other third person nor shall Contractor disclose such materials to any third person, and shall limit disclosure to its employees who have a need to know for the performance of Services hereunder.

**25.31 Independent Private Sector Inspector General Review:**

Pursuant to Miami-Dade County Administrative Order 3-20 and in connection with any award issued as a result of the Proposal, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this Proposal or any subsequent award, for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's cost/price for this Proposal be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the Proposer or third party.

**25.32 Miami-Dade County Inspector General Audit Account:**

An Audit Account is hereby established to pay for mandatory random audits by the County's Inspector General. The amount for the Inspector General Audit Account is hereby set at **\$408,590.00**. The Operator shall have no entitlement to any of these funds. The County retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this audit account remain the property of the County.

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

throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any contract will be one quarter of one percent (0.25%) of the total contract amount.

**Exception:** The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) contracts for legal services; (b) contracts for financial advisory services; (c) auditing contracts; (d) facility rentals and lease agreements; (e) concessions and other rental agreements; (f) insurance contracts; (g) revenue-generating contracts; (h) professional service agreements under \$1,000; (i) 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 Department contracts including, but not limited to, those contracts specifically exempted above.

## ARTICLE 26

### Claims for Additional Compensation

#### **26.01 Claims and Damages:**

**26.01.01** Should the Operator suffer injury or damage to person or property because of any act or omission of Owner or of any of its employees, agents or others for whose acts the Owner is legally liable, a claim shall be made in writing to the Owner within ten (10) days after the first observance of such injury or damage.

**26.01.02** Each claim must be certified by the Operator as required by the Miami-Dade Code, False Claims Act (see Code Section 21-255, et seq.), and accompanied by a certified final bid tabulation in accordance with Miami-Dade County Code Section 21-257. A "certified claim" shall be made under oath by a person duly authorized by the claimant, and shall contain a statement that:

- A. The claim is made in good faith;
- B. The claim's supporting data are accurate and complete to the best of the person's knowledge and belief;
- C. The amount of the claim accurately reflects the amount that the claimant believes is due from the County; and
- D. The certifying person is duly authorized by the claimant to certify the claim.

**26.01.03** No claims for additional compensation, time extension or for any other relief under the Agreement shall be recognized, processed, or treated in any manner unless the same is presented in accordance with this Article. Failure to present and process any claim in accordance with this Article shall be conclusively deemed a waiver, abandonment or relinquishment of any such claim, it being expressly understood and agreed that the timely presentation of claims, in sufficient detail to allow proper investigation and prompt resolution thereof, is essential to the administration of this Agreement.

**26.01.04** Each and every claim shall be made in writing and delivered to the PM as soon as reasonably practicable after the event, occurrence or non-occurrence which gives rise to such claim, however, in no event later than ten (10) days after the event or occurrence, or in the case of non-occurrence, within ten (10) days after the time when performance should have occurred. Verbal, telephone or facsimile notice shall be given in those instances where delay in presenting the claim would result in the conditions causing the claim to change, thereby requiring an immediate need to examine the job site or other conditions to ascertain the nature of the claim before the condition(s) disappear or become unobservable. Any such oral or facsimile notice shall be followed, at the earliest practicable time, but in no event more than ten (10) days after the event causing the claim, by written confirmation of the claim information.

**26.01.05** Each and every claim shall state:

- A. The date of the event or occurrence giving rise to the claim. In the case of a claim arising from a claimed nonperformance, the date when it is claimed that performance should have occurred shall be stated.
- B. The exact nature of the claim, including sufficient detail to identify the basis for the claim, including by way of example only, such detail as drawing numbers, specification sections, job site location, affected trades, Agreement clauses relied upon, schedule references, correspondence or any other details reasonably necessary to state the claim.
- C. The claim shall clearly state whether additional monies are part of the claim. If known, the dollar value associated with the claim shall be stated. If unknown, the notice shall indicate the types of expenses, costs or other monetary items that are reasonably expected to be part of the claim amount.
- D. The dollar value associated with the claim, along with all supporting documentation, shall be delivered within thirty (30) days after completion of the work that is subject of the claim. It shall be broken down into Direct and Indirect Costs. The Direct Costs shall be calculated as if it were additional or extra work. Indirect costs shall be limited to those permitted for additional or extra work as per the Agreement and Technical Specifications.
- E. Any claim for additional monies that also involve a request for an Agreement time extension shall be submitted together with the amount of time being requested and the supporting data including applicable scheduling references supporting the claim. Scheduling references shall include a month-by-month time impact analysis (TIA) using the approved monthly progress schedules and demonstrating the effect of the delay or change on the Agreement completion date for each monthly update period that the change or delay affects.

**26.01.07** The County and its agents shall be allowed full and complete access to all personnel, documents, work sites or other information reasonably necessary to investigate any claim. Within sixty (60) days after a claim has been received, the claim shall either be recognized or if the claim is not recognized within sixty (60) days it shall be deemed denied. If the claim is recognized, the parties shall attempt to negotiate a satisfactory settlement of the claim, which settlement shall be included in a subsequent Work Order or Change Order. If the parties



fail to reach an agreement on a recognized claim, the Owner shall pay to the Operator the amount of money it deems reasonable, less any appropriate retention, to compensate the Operator for the recognized claim.

Failure of the Operator to make a specific reservation of rights regarding any such disputed amounts in the body of the change order which contains the payment shall be construed as a waiver, abandonment, or relinquishment of all claims for additional monies resulting from the claims embodied in said change order, however, once the Operator has properly reserved rights to any claim, no further reservations of rights shall be required until the final payment under the Agreement. at such time the Operator shall specify all claims which have been denied and all claims for which rights have been reserved in accordance with this section. Failure to so specify any particular claim shall be constructed as a waiver, abandonment, or relinquishment of such claim.

**26.01.08** No reservation of rights will be effective to preserve any claims that are not fully documented and submitted in accordance with requirements of these Agreement Documents. Failure of the Operator to make a specific reservation of rights regarding any such disputed amounts on the Operator's Affidavit and Release of Claim for each pay application and on the Operator's Affidavit and Release of All Claims, within the Request for Final Payment, shall be construed as a waiver, abandonment and relinquishment of all claims for additional monies resulting from the claim.

**26.01.09** The Operator shall not cease work on account of any denied claim or any recognized claim upon which an agreement cannot be reached.

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

**OPERATOR**

John Bean Technologies Corporation - JBT Airport Services  
(Legal Name of Corporation)

**ATTEST:**

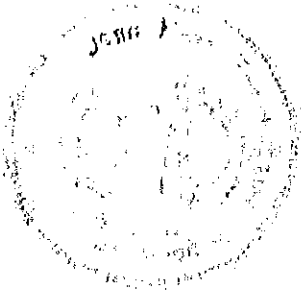
Secretary [Signature]  
(Signature and Seal)

JAMES MURPHY  
(Type Name & Title)  
EVP, General Counsel and Secretary

By: [Signature]  
Operator - Signature

Name: Brent Allstrom  
Vice President / General Manager  
(Type Name & Title)

**CORPORATE SEAL**



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

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

Attest: Harvey Ruvin, Clerk

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

Approved for Form  
and Legal Sufficiency

\_\_\_\_\_  
David M. Murray  
Assistant County Attorney

Resolution No.: \_\_\_\_\_

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

45

57

JBT AeroTech  
P.O. Box 62234  
Miami, FL 33162  
Phone 305.875.0234  
Fax 305.875.0286

JBT AeroTech  
18770 Imperial Valley Dr., Suite 425  
Houston, TX 77060  
Phone 832.389.1320  
Fax 832.940.1340



September 28, 2015

Mr. Ricardo Sciarano  
Construction Manager Facilities  
Miami-Dade Aviation Department  
P.O. Box 582075  
Miami, FL 33169

Subject: ILDT - JBT Project Manager and Administration Assistance

Dear Ricardo,

As discussed and requested at the ILDT - Enabling meeting on Friday, September 25, 2015, JBT hereby requests authorization to subcontract AvAirPros at the standard M/A rate of \$225.00/hour for fifteen (15) hours per week, billed monthly at \$14,577.00; plus \$2,250.00 a month for expenses. In addition, JBT will hire one (1) support staff for the life of the project at a monthly rate of \$5,181.67.

Please note that AvAirPros support concludes December 31, 2015 and their future participation will be revisited with you, at that point and time.

Price Breakdown:

AvAirPros Support	\$16,827.00
JBT Support Staff	\$ 5,181.67
JBT 10% Contractual Overhead/Profit	\$ 2,200.87
Total	\$24,209.54

Authorization to Proceed:

Name

PEDRO HERNANDEZ

Title

ASSISTANT DIRECTOR

Date

OCT 21 2015

Note: Signature denotes Miami-Dade Aviation Department's approval to proceed as detailed above.

If you have any questions, please feel free to contact me.

Sincerely,

Gil Lopez  
Regional Manager  
JBT AeroTech

PEASOL AVIATION TOFRA KT 94 250

JBT 02841

**From:** "Lopez, Gilbert" <Gilbert.Lopez@JBTC.COM>

**Sent:** Fri, 01 Jul 2016 11:31:37 -0500

**To:** "Solorzano, Ricardo (Aviation) (RSOLORZANO@miami-airport.com)" <RSOLORZANO@miami-airport.com>

**CC:** "Hernandez, Pedro (Aviation) (PHERNANDEZ@miami-airport.com)" <PHERNANDEZ@miami-airport.com>, "Lopez, Michelle" <Michelle.Lopez@JBTC.COM>, "Lopez, Gilbert" <gilbert.lopez@jbt.com>

**Subject:** JBT Project Manager and Administration Assistance Additional professional services rendered from January

---

Ricardo,

As agreed by MDAD Deputy Director, Ken Pyatt and Robert Binsih at AvAirPros, the following is a compilation of the difference between the hours already paid and what remains to be paid. Please process the invoice as soon as possible since we cannot continue to pay our subcontractors without being reimbursed by MDAD in a timely fashion.

If you have any questions or concerns, please contact me sooner rather than later.

Regards,

Gilbert Lopez

Regional Director

Airport Services

Direct: (305)876-0294

Mobil: (305) 797-7309

Email: gilbert.lopez@jbt.com



Airport Services  
(305) 876-0294

**BILL TO:**  
Miami-Dade Aviation Department  
ATTN: Mr. Ricardo Solorzano  
Construction Manager Facilities  
P.O. Box 592075  
Miami, Florida 33159

Invoice Date: June 30th, 2016

<b>Invoice</b>	
INVOICE#	2016-0630
CONTRACT #	ITN-MDAD-11-14
CUSTOMER #	1068-001
PO #	

Contract Item	DESCRIPTION	Month	Amount	
13	<b>JBT Project Manager and Administration Assistance</b>			
	AvAirPros additional professional services rendered from January 1, 2016 through May 31st, 2016 in addition to the \$16,827 monthly fees for TSA South Central CBIS.			
			January & February	-\$2,918.20
			March	\$14,227.30
			April	\$9,655.37
			May	\$10,113.94
		<b>Subtotal:</b>	<b>\$31,078.41</b>	
		JBT 10% Markup	\$3,107.84	
<b>BALANCE DUE</b>			<b>\$34,186.25</b>	

**INVOICE**

**JBT Enabling Works Project Management and Support**  
**April 30, 2016**  
**Invoice No. 541-2016-0430A**

JBT AeroTech Services  
P.O. Box 522244  
Miami, FL 33152

For additional professional services rendered from January 1, 2016 through April 30, 2016 in addition to the \$16,827.00 monthly fee:

January and February 2016	-\$2,918.20
March 2016	\$14,227.30
April 2016	\$9,655.37

**TOTAL AMOUNT DUE**

**\$20,964.47**

Please remit payment within 30 days of receipt to:

Airport & Aviation Professionals, Inc.  
5551 Ridgewood Drive  
Suite 300  
Naples, FL 34108

**Binish, Robert**

541 MIA/South Central CBIS

Billable

BHS Management

01/07/2016 8

01/13/2016 8

02/22/2016 7

23

Document Review & Comment Resolution Meetings

01/12/2016 8

01/19/2016 5

02/29/2016 8

21

Enabling Works

01/11/2016 6

01/28/2016 8

02/15/2016 4

02/24/2016 6

24

ILDT/BHS Steering Cmte Meetings

01/25/2016 8

01/26/2016 9

01/31/2016 4

02/09/2016 8

02/22/2016 1

02/23/2016 8

02/24/2016 4

42

**Binish Total:**

**110**

**Hanan, Kathleen**

541 MIA/South Central CBIS

Billable

Support

02/29/2016 3

3

**Reynolds, Sherri**

541 MIA/South Central CBIS

Billable

Financial Analysis

01/05/2016 0.25

01/06/2016 4.5

01/07/2016 8.25

01/26/2016 0.5

01/27/2016 3.25

16.75

**Tadlock, Terry**

541 MIA/South Central CBIS

Billable

Document Review & Comment Resolution Meetings

01/04/2016 0.25

0.25

**Binish, Robert**

541 MIA/South Central CBIS

Billable

Document Review & Comment Resolution Meetings

03/01/2016	6
03/03/2016	4
03/07/2016	8
03/10/2016	4
03/11/2016	4
03/28/2016	8
03/29/2016	8
03/30/2016	<u>4</u>

46

Enabling Works

03/08/2016	<u>8</u>
------------	----------

8

ILDT/BHS Steering Cmte Meetings

03/09/2016	<u>8</u>
------------	----------

8

**Binish Total:**

**62**

**Hanan, Kathleen**

541 MIA/South Central CBIS

Billable

Support

03/04/2016	<u>2</u>
------------	----------

2

**Tadlock, Terry**

541 MIA/South Central CBIS

Billable

Document Review & Comment Resolution Meetings

03/11/2016	2.5
03/14/2016	9
03/15/2016	9.5
03/16/2016	7.5
03/17/2016	8.5
03/18/2016	9
03/21/2016	0.5
03/22/2016	1
03/24/2016	0.5
03/25/2016	4.5
03/28/2016	4.5
03/29/2016	10
03/30/2016	8.5
03/31/2016	<u>8</u>

**83.5**



Binish, Robert

541 MIA/South Central CBIS

Billable

BHS Management

04/18/2016	2
04/20/2016	5
04/22/2016	5
04/25/2016	4
04/26/2016	1
04/27/2016	9
04/29/2016	<u>5</u>
	31

Document Review & Comment Resolution Meetings

04/06/2016	6
04/07/2016	8
04/08/2016	8
04/10/2016	4
04/11/2016	8
04/12/2016	3
04/13/2016	6.5
04/15/2016	<u>8</u>
	51.5

Enabling Works

04/12/2016	3
04/26/2016	5
04/28/2016	<u>1</u>
	9

ILD/ BHS Steering Cmte Meetings

04/12/2016	3
04/26/2016	<u>3</u>
	6

**Binish Total:**

**97.5**

Tadlock, Terry

541 MIA/South Central CBIS

Billable

Document Review & Comment Resolution Meetings

04/01/2016	8
04/04/2016	1
04/07/2016	<u>0.25</u>
	9.25



Courtyard Miami Airport

1201 N.W. Le Jeune RD  
Miami FL 33126  
T 305.642.8200

RBINISH  
~~541 MIA~~  
541 MIA

R. Binish

Room: 4930

Room Type: DBDB

Number of Guests: 1

Rate: \$219.00

Clerk:

Arrive: 11Jan16

Time: 06:23PM

Depart: 12Jan16

Time:

Folio Number: 70114

Date	Description	Charges	Credits
11Jan16	Room Charge	219.00	
11Jan16	State Occupancy Tax	15.33	
11Jan16	County Tax	13.14	
11Jan16	Daily Parking	17.00	
11Jan16	State Tax	3.74	
12Jan16	Visa		268.21
	Card #: VXXXXXXXXXXXXXXXXX1638/XXXX		
	Amount: 268.21 Auth: 09790D Signature on File		
	This card was electronically swiped on 11Jan16		
	Balance:	0.00	

HOTEL  
PARKING

Rewards Account # XXXXX3428. Your Rewards points/miles earned on your eligible earnings will be credited to your account. Check your Rewards Account Statement or your online Statement for updated activity.

Marriott and A Woman's Nation join forces to increase appreciation for hotel housekeepers whose care and hard work often go unnoticed.

As requested, a final copy of your bill will be emailed to you at: MARIA.CARMEN.BINISH@GMAIL.COM. See "Internet Privacy Statement" on Marriott.com.

HOTEL \$247.47  
PARKING \$20.74

R. BINISH  
 Expenses  
 Project Number: 541  
 Category: HOTEL

**Marriott**  
 GUEST FOLIO MIAMI AIRPORT  
 1201 N.W. LeJeune Road  
 Miami, FL 33126  
 (305) 649 - 5000  
 (305) 642 - 3369 FAX



**776 BINISH/ROBERT**  
 ROOM Name NAME 199.00 02/24/16 12:00 2667  
 CK TYPE 45 ArrivARRIVE 02/23/16 15:35 ACCT#  
 ROOM CLERK

Room Address PAYMENT RWD#: XXXXX3428  
 Clerk Payment

DATE	REFERENCE	CHARGES	CREDITS	BALANCE DUE
02/23	ROOM	776, 1	199.00	
02/23	ST TAX	776, 1	13.93	
02/23	OCC TAX	776, 1	11.94	
02/24	VS CARD			

**\$224.87**

TO BE SETTLED TO: VISA CURRENT BALANCE .00

THANK YOU FOR CHOOSING MARRIOTT! TO EXPEDITE YOUR CHECK-OUT,  
 PLEASE CALL THE FRONT DESK, OR PRESS "MENU" ON YOUR  
 TV REMOTE CONTROL TO ACCESS VIDEO CHECK-OUT.

----- EXP. REPORT SUMMARY -----  
 02/23 ROOM&TAX 224.87

AS REQUESTED, A FINAL COPY OF YOUR BILL WILL BE EMAILED TO:  
 MARIA.CARMEN.BINISH@GMAIL.COM  
 SEE "INTERNET PRIVACY STATEMENT" ON MARRIOTT.COM



Courtyard Miami Airport

1201 N.W. Le Jeune RD  
Miami FL 33126  
T 305.642.8200

R BINISH  
541 MIA  
HOTEL

R. Binish

Room: 4452

Room Type: GENR

Number of Guests: 1

Rate: \$229.00

Clerk:

Arrive: 25Jan16

Time: 10:09PM

Depart: 26Jan16

Time:

Folio Number: 72723

Date	Description	Charges	Credits
25Jan16	Room Charge	229.00	
25Jan16	State Occupancy Tax	16.03	
25Jan16	County Tax	13.74	
26Jan16	Visa Card #: VXXXXXXXXXXXXXXXXX1638/XXXX Amount: 258.77 Auth: 07782D Signature on File This card was electronically swiped on 25Jan16		258.77
	<b>Balance:</b>	<b>0.00</b>	

Rewards Account # XXXXX3428. Your Rewards points/miles earned on your eligible earnings will be credited to your account. Check your Rewards Account Statement or your online Statement for updated activity.

Marriott and A Woman's Nation join forces to increase appreciation for hotel housekeepers whose care and hard work often go unnoticed.

As requested, a final copy of your bill will be emailed to you at: MARIA.CARMEN.BINISH@GMAIL.COM. See "Internet Privacy Statement" on Marriott.com.

R. BINISH  
Expenses

Project Number: 541

Client: MIA

Billable: \_\_\_\_\_



1201 N.W. Lejeune Road  
Miami, FL 33126  
(305) 649 - 5000  
(305) 642 - 3369 FAX



**368 BINISH/ROBERT**      **169.00**    **04/07/16**    **12:00**    **5927**  
ROOM    NAME                      RATE    DEPART    TIME    ACCT#  
**GK**                                      **04/06/16**    **14:19**  
TYPE                                      ARRIVE                      TIME  
**88**  
ROOM  
CLERK

**RWD#: XXXXX3428**

DATE	REFERENCE	CHARGE	CREDIT	BALANCE
04/06	SELPARK # 592725	17.00		
04/06	CITY TAX # 592725	2.55		
04/06	PKG 7%TX # 592725	1.19		
04/06	ROOM 368, 1	169.00		
04/06	ST TAX 368, 1	11.83		
04/06	OCC TAX 368, 1	10.14		
04/07	VS CARD			\$211.71

TO BE SETTLED TO:    **VISA**                      **CURRENT BALANCE .00**

THANK YOU FOR CHOOSING MARRIOTT! TO EXPEDITE YOUR CHECK-OUT,  
PLEASE CALL THE FRONT DESK, OR PRESS "MENU" ON YOUR  
TV REMOTE CONTROL TO ACCESS VIDEO CHECK-OUT.

----- EXP. REPORT SUMMARY -----

04/06	SELPARK	17.00
	CITY TAX	2.55
	PKG 7%TX	1.19
	ROOM&TAX	190.97

AS REQUESTED, A FINAL COPY OF YOUR BILL WILL BE EMAILED TO:  
[REDACTED] @GMAIL.COM  
 SEE "INTERNET PRIVACY STATEMENT" ON MARRIOTT.COM

**PARKING \$ 20.74**

**HOTEL \$ 190.97**

Your Rewards points/miles earned on your eligible earnings

R. BINISH  
Expenses  
Project Number: 541  
Client: MIA  
Billable: \_\_\_\_\_

GUEST FOLIO **Marriott.**  
 MIAMI AIRPORT

1201 N.W. LeJeune Road  
Miami, FL 33126  
(305) 649 - 5000  
(305) 642 - 3369 FAX



**353 BINISH/ROBERT/MR**      **142.00** **04/27/16** **12:00**      **10721**  
 Room Name NAME      Rate RATE Depart DEPART      Time TIME      ACCT#  
**GK**      **04/26/16** **15:34**  
 Type TYPE      Arrive ARRIVE      Time TIME  
**137**  
 ROOM  
 CLERK  
 Room  
 Clerk      Address ADDRESS      Payment PAYMENT      RWD#: XXXXX3428

DATE	REFERENCE	CHARGES	CREDITS	BALANCE DUE
04/26	SELPARK	#1072180	17.00	
04/26	CITY TAX	#1072180	2.55	
04/26	PKG 7%TX	#1072180	1.19	
04/26	PACKAGES	353, 1	142.00	
04/26	ST TAX	353, 1	9.94	
04/26	OCC TAX	353, 1	8.52	
04/27	VS CARD			\$181.20

TO BE SETTLED TO:      VISA      CURRENT BALANCE .00

THANK YOU FOR CHOOSING MARRIOTT! TO EXPEDITE YOUR CHECK-OUT,  
PLEASE CALL THE FRONT DESK, OR PRESS "MENU" ON YOUR  
TV REMOTE CONTROL TO ACCESS VIDEO CHECK-OUT.

AS REQUESTED, A FINAL COPY OF YOUR BILL WILL BE EMAILED TO:  
[REDACTED]@GMAIL.COM  
SEE "INTERNET PRIVACY STATEMENT" ON MARRIOTT.COM

PARKING \$ 20.74  
HOTEL \$ 160.46

Your Rewards points will be earned on your eligible services

R. BINISH

Expenses

Project Number: 541

Category: HOTEL  
PARKING



1201 N.W. LeJeune Road  
Miami, FL 33126  
(305) 649 - 5000  
(305) 642 - 3369 FAX



853 BINISH/ROBERT/MR 162.00 04/13/16 12:00 7492  
 ROOM Name RATE Dep DEPART Time TIME ACCT#  
 CK 04/12/16 16:24  
 TYPE Arr ARRIVE Time TIME  
 88  
 ROOM ROOM CLERK  
 ADDRESS PAYMENT RWD#: XXXXX3428  
 Room Clerk Address Payment

DATE	REFERENCE	CHARGES	CREDIT	BALANCE DUE
04/12	SELPARK # 749275	17.00		
04/12	CITY TAX # 749275	2.55		
04/12	PKG 7%TX # 749275	1.19		
04/12	ROOM 853, 1	162.00		
04/12	ST TAX 853, 1	11.34		
04/12	OCC TAX 853, 1	9.72		
04/13	VS CARD			\$203.80

TO BE SETTLED TO: VISA CURRENT BALANCE .00

THANK YOU FOR CHOOSING MARRIOTT! TO EXPEDITE YOUR CHECK-OUT, PLEASE CALL THE FRONT DESK, OR PRESS "MENU" ON YOUR TV REMOTE CONTROL TO ACCESS VIDEO CHECK-OUT.

----- EXP. REPORT SUMMARY -----

04/12	SELPARK	17.00
	CITY TAX	2.55
	PKG 7%TX	1.19
	ROOM&TAX	183.06

AS REQUESTED, A FINAL COPY OF YOUR BILL WILL BE EMAILED TO: [REDACTED]@GMAIL.COM  
SEE "INTERNET PRIVACY STATEMENT" ON MARRIOTT.COM

PARKING \$ 20.74  
 HOTEL \$ 183.06

Miami Airport Marriott  
1201 NW Le Jeune Rd. Miami, Fl.  
(305) 640-5000

\*\*\* CHAMPIONS SPORTS BAR \*\*\*

43942 PAMELA

CHK 1830 TBL 103/3 GST 1  
26 JAN'16 7:36 AM

1 OMLT 13.00

SUBTOTAL \$13.00  
FOOD \$13.00  
TAX \$1.17  
Total \$14.17  
Total Due \$14.17

PLEASE COMPLETE FOR ROOM CHARGES

Miami Airport Marriott  
1201 Le Jeune Rd. Miami, Fl.  
(305) 649-5000

\*\*\*CREDIT CARD VOUCHER\*\*\*  
\*\*\* CHAMPIONS \*\*\*  
26 JAN'16 7:38 AM

Check: 1830  
Table: 103/3  
Server: 43942 PAMELA  
Card Type: VISA  
Acct Num: \*\*\*\*\*1638  
Auth Code: 04093D  
Customer: ROBERT BINISH

Amount: \$14.17

GRATUITY \$ 3.00  
TOTAL \$ 17.17  
SIGNATURE \_\_\_\_\_

R. BINISH  
Expenses  
Project Number: 541 MIA  
Category: MEALS



CALIFORNIA PIZZA KITCHEN  
MIAMI INTERNATIONAL AIRPORT

29944 Daniel

CHK 5985

JAN07'16 12:14PM

TO GO

1 PIZ MUSH PEPR 14.99  
1 PIZ BBQ CHIX 14.99  
XTR MUSHROOM  
AIRPORT DISC 10% 3.00-

SUBTOTAL 26.98  
TAX 2.16  
AMOUNT PAID 29.14  
XXXXXXXXXXXX1638  
VISA 29.14

---29944 Closed JAN07 12:15PM---

LUNCH S. REYNOLDS  
R. BINISH



Chilis Too  
Miami International Airport

### CHILI'S - MIAMI INTERNATIONAL AIRPORT

Miami International Airport  
Concourse G 2nd Floor  
Miami, FL 33166  
Phone (305) 869 4830

1/12/2016 12:23:33 PM  
Order Id: AAAQPFAQAGAV  
Table 03  
Employee: DEANTE

#### Table 03

2 GRILL SALMON (@15.99)	\$31.98
1 NO BEVERAGE	\$0.00
1 ICED TEA	\$2.69
Sub Total	\$34.67
Sales Tax	\$2.77
Order Total	\$37.44
1-Visa	\$37.44
Card#: *****1638	
Authorization: 09401D	
Miami, FL 33166	
Phone (305) 869 4830	

1/12/2016 12:23:33 PM  
Order Id: AAAQPFAQAGAV  
Table 03  
Employee: DEANTE

1-Visa  
\*\*\*\*\*1638  
Approval 09401D

Amount: \$37.44

+ Tip: 7.00

18% Tip = \$6.24  
20% Tip = \$6.93

= Total: \$44.44

LUNCH  
P. MILLER - DL  
R. BINISH - AVAIR ROS

<b>R. BINISH</b>
Expenses
Project Number: <u>541 MIA</u>
Category: <u>MEALS</u>

COURTYARD BY MARRIOTT  
Phoenix Airport  
2621 S 47Th St  
Phoenix, AZ 85034  
480-966-4300  
B I S T R O eat drink connect  
4 JAN'16 8:46 PM

Check:	66121
Table:	6/3
Server:	55146 Ranae
Card Type:	VISA
Acct Num:	*****1638
Auth Code:	09316D
Customer:	ROBERT BINISH
Amount:	\$12.40

COURTYARD BY MARRIOTT  
Phoenix Airport  
2621 S 47Th St  
Phoenix, AZ 85034  
480-966-4300  
B I S T R O eat drink connect  
55146 Ranae

CHK 66121 TBL 6/3  
GST 1  
4 JAN'16 8:46 PM

1 FB CHIKN SPIN	8.95
1 WATER YASA SML	2.50
SUBTOTAL	\$11.45
TAX	\$3.00
PAYMENT	\$0.95
Change Due	\$15.40
CHARGED TIP	\$0.00
VISA	\$3.00
*****1638	\$15.40

Miami International Airport  
 Concourse G 2nd Floor  
 Miami, FL 33166  
 Phone (305) 869 4830

4/26/2016 12:36:16 PM  
 Order Id: AAAQPFHAACAE  
 Table 37  
 Employee: YAISE

Table 37

2 GRILL SALMON (@15.99)	\$31.98
Sub Total	\$31.98
MIA EMPLOYEE	-\$3.20
Sales Tax	\$2.30
Order Total	\$31.08
<b>Balance Due</b>	<b>\$31.08</b>

Miami International Airport  
 Concourse G 2nd Floor  
 Miami, FL 33166  
 Phone (305) 869 4830

4/26/2016 12:36:16 PM  
 Order Id: AAAQPFHAACAE  
 Table 37  
 Employee: YAISE

1-Visa  
 \*\*\*\*\*1638  
 Approval 08144D

Amount: \$31.08

+ Tip: 6.50

Lunch

B. Miller/DL  
 R. BINISH

18% Tip = \$5.76  
 20% Tip = \$6.40

= Total: \$37.58

<b>R. BINISH</b>	
Expenses	
Project Number:	<u>541 WIA</u>
Category:	<u>MEALS</u>

Welcome to Dunkin Donuts PC# 352128  
 14259 Collier Blvd  
 Naples, FL  
 239-352-0667  
 3/2/2016 6:00:57 AM

**Drive-Thru**  
**Order Number: 979**

Register: 5 Tran Seq No: 453979  
 Cashier: Cheyenne S.

1 Ht Cof LG OrigBlnd	2.19
Black	
1 Wrap TrkSsg Egg WC	1.39
Sub. Total:	\$3.58
Tax:	\$0.21
Total:	<u>\$3.79</u>
Discount Total:	\$0.00
Change	\$1.21
Cash \$5	\$5.00

\*\*\*\*\*

R. BINISH  
Expenses  
Project Number: SAI MIA  
Category: MEALS

Monty's  
Dining Check  
2550 S Bayshore Drive  
Miami, FL 33133  
(305) 856 - 3992  
Date: Apr 26 '16 07:06PM  
Card Type: Visa  
Acct #: XXXXXXXXXXXX1638  
Card Entry: SWIPED  
Trans Type: PURCHASE  
Trans Key: KIK002112403858  
Auth Code: 08129D  
Check: 2816  
Table: 1/16  
Server: 69 HH Raw R

Subtotal: 34.00  
Add'l TIP 6.00  
TOTAL \$ 40.00

SIGNATURE  
THIS IS CUSTOMERS COPY  
An 18% Service Charge is  
included in your check total

Oysters / Shrimp for MAAC  
Dinner at Monty's Raw Bar

CHILI'S - MIAMI INTERNATIONAL AIRPORT

Miami International Airport  
 Concourse G 2nd Floor  
 Miami, FL 33166  
 Phone (305) 869 4830

3/8/2016 12:07:37 PM  
 Order Id: AAAQPFDBAGAN  
 Table 01  
 Employee: JACQUELINE

Table 01

1 CHIPOTLE MEX BOW	\$11.59
1 GRILL SALMON	\$15.99
1 QUESADILLA BR	\$12.78
Sub Total	\$40.36
MIA EMPLOYEE	-\$4.04
Sales Tax	\$2.91
Order Total	\$39.23
Balance Due	\$39.23

Miami International Airport  
 Concourse G 2nd Floor  
 Miami, FL 33166  
 Phone (305) 869 4830

3/8/2016 12:07:37 PM  
 Order Id: AAAQPFDBAGAN  
 Table 01  
 Employee: JACQUELINE

1-Visa  
 \*\*\*\*\*1638  
 Approval 03600D

Amount: \$39.23  
 + Tip: 8<sup>00</sup>

\$47.23

R. BINISH

Expenses

Project Number: 541 MIA

Category: MEALS

Miami International Airport  
 Concourse G 2nd Floor  
 Miami, FL 33166  
 Phone (305) 869 4830

3/9/2016 12:40:36 PM  
 Order Id: AAAQPFEAAGA9  
 Table 05  
 Employee: ENRIQUE

Table 05

2 GRILL SALMON (@15.99)	\$31.98
Sub Total	\$31.98
MIA EMPLOYEE	-\$3.20
Sales Tax	\$2.30
Order Total	\$31.08
Balance Due	\$31.08

Miami International Airport  
 Concourse G 2nd Floor  
 Miami, FL 33166  
 Phone (305) 869 4830

3/9/2016 12:40:36 PM  
 Order Id: AAAQPFEAAGA9  
 Table 05  
 Employee: ENRIQUE

1-Visa  
 \*\*\*\*\*1638  
 Approval 06306D

Amount: \$31.08  
 + Tip: 6<sup>50</sup>

Lunch  
 R. Binish  
 B. Miller/DL

18% Tip = \$5.76  
 20% Tip = \$6.40

Total: 37<sup>58</sup>

<b>R. BINISH</b>	
Expenses	
Project Number:	<u>SAI MIA</u>
Category:	<u>MERLS</u>

Air Margaritaville  
Miami Airport

Server: Nancy                                      04/12/2016  
15/1                                                      12:53 PM  
Guests: 1                                                30063

Tea, Unsweetened                                      2.99  
Tacos, Fish Blackened                               19.99  
Chicken Quesadilla                                   12.99  
Cafe Cubano Double                                   3.99

Airport Emp Disc                                     -9.99  
Name: MIA

Subtotal                                                29.97  
Tax                                                        2.70

Total                                                    32.67

**Balance Due                                    32.67**

Room # \_\_\_\_\_

Air Margaritaville  
Miami Airport

Server: Nancy                                      DOB: 04/12/2016  
01:13 PM                                                04/12/2016  
15/1                                                        3/30063

SALE

VISA                                                        3145777  
Card #XXXXXXXXXXXX1638  
Magnetic card present: Yes  
Card Entry Method: S

Approval: 02396D

Amount:                                                \$ 32.67  
+ Tip:                                                    8<sup>00</sup>  
= Total:                                                \$ 40.67

Lunch Tim Travis - TSA Site Lead  
R. Binish

Air Margaritaville  
Miami Airport

Server: Nancy                                      04/27/2016  
11/1                                                      12:42 PM  
Guests: 1                                                40034

Caribbean Grill Chicken                           16.99

Airport Emp Disc                                     -4.25  
Name: MIA

Subtotal                                                12.74  
Tax                                                        1.15

Total                                                    13.89

**Balance Due                                    13.89**

Room # \_\_\_\_\_

Air Margaritaville  
Miami Airport

Server: Nancy                                      DOB: 04/27/2016  
12:44 PM                                                04/27/2016  
11/1                                                        4/40034

SALE

VISA                                                        3145786  
Card #XXXXXXXXXXXX1638  
Magnetic card present: Yes  
Card Entry Method: S

Approval: 02329D

Amount:                                                \$ 13.89  
+ Tip:                                                    3<sup>00</sup>  
= Total:                                                16.89

<b>R. BINISH</b>	
Expenses	
Project Number:	<u>541 MIA</u>
Category:	<u>PARKING</u>

**MIAMI INTERNATIONAL  
AIRPORT**

305-876-7598  
 Connect with:  
 Facebook/Twitter  
 Instagram @iflyMIA  
 New App, MIA Airport Official  
 Tap the App Today!

Card Account : XXXXXXXXXXXX1638  
 Card Type : VISA  
 Authorization Code : 00515D

Cashier : 0 Seq # 41486  
 License Plate : BSSY28  
 Ent : 15:02 01/07/16 Lane 40  
 Exit: 15:33 01/07/16 Lane 59  
 Duration: 0D(s) 0H(s) 31M(s)  
 Rate Code: 87 Shift: 178

FEE \$	4,00
AMOUNT TEND \$	4,00
CASH \$	0,00
CREDIT CARD \$	4,00
CHECK \$	0,00
CHANGE \$	0,00

PAID AT CT \$ 4,00  
 Taxes Included

\*\*\* Thank You \*\*\*  
 \*\*\* Customer Copy \*\*\*

**MIAMI AIRPORT**

305-876-7598  
 Connect with:  
 Facebook/Twitter  
 Instagram @iflyMIA  
 New App, MIA Airport Official  
 Tap the App Today!

Cashier : 81 Seq # 48529  
 License Plate : BSSY28  
 Ent : 15:32 01/25/16 Lane 75  
 Exit: 18:36 01/25/16 Lane 55  
 Duration: 0D(s) 3H(s) 4M(s)  
 Rate Code: 84 Shift: 243

FEE \$	17,00
AMOUNT TEND \$	20,00
CASH \$	17,00
CREDIT CARD \$	0,00
CHECK \$	0,00
CHANGE \$	3,00

PAID AT CT \$ 17,00  
 Taxes Included

\*\*\* Thank You \*\*\*  
 \*\*\* Customer Copy \*\*\*

**Activity for Account Number: 16251436**

Posted Date Range Searched: 01/11/2016 to 01/13/2016

*R.BINTSH  
541 MIA  
PARKING TOLLS*

Posted Date	Transaction Date	Activity Description	Friendly Name	Type	Amount	Balance
01-13-2016 05:53:28 AM	01-12-2016 05:10:43 PM	Transponder 131981830110 on 01/12/2016 05:10:43 PM at SR836 West (at 57th Ave) lane 62S Agency Miami-Dade Expressway with 02 axles.		TTOL	(\$0.70)	\$35.94
01-13-2016 04:25:57 AM	01-12-2016 05:18:26 PM	Transponder 131981830110 on 01/12/2016 05:18:26 PM at SR 836 West [97 Av West] lane 64S Agency Miami-Dade Expressway with 02 axles.		TTOL	(\$0.70)	\$36.64
01-12-2016 07:22:18 PM	01-12-2016 07:22:18 PM	Replenishment - Credit Card		REPLENISH	\$30.00	\$37.34
01-12-2016 07:20:24 PM	01-12-2016 06:01:22 PM	Transponder 131981830110 on 01/12/2016 06:01:22 PM at Everglades Pkwy - East lane 06D Agency Everglades Parkway with 02 axles.		TTOL	(\$2.90)	\$7.34
01-12-2016 05:34:29 PM	01-12-2016 05:29:46 PM	Transponder 131981830110 on 01/12/2016 05:29:46 PM at Okeechobee lane 50S Agency Turnpike District with 02 axles.		TTOL	(\$1.06)	\$10.24
01-12-2016 05:05:24 PM	01-12-2016 05:05:21 PM	Transponder 131981830110 on 01/12/2016 05:05:21 PM at MIA-CENTRAL COLLECTIONS PLAZA lane 16J Agency Miami Airport with 02 axles.		PRKG	(\$17.00)	\$11.30
01-12-2016 05:05:23 PM	01-12-2016 05:05:23 PM	Replenishment - Credit Card		REPLENISH	\$17.00	\$28.30
01-12-2016 09:12:59 AM	01-12-2016 09:12:58 AM	Transponder 131981830110 on 01/12/2016 09:12:58 AM at MIA-CENTRAL COLLECTIONS PLAZA lane 21C Agency Miami Airport with 02 axles.		EPRK	\$0.00	\$11.30

Posted Date	Transaction Date	Activity Description	Friendly Name	Type	Amount	Balance
01-11-2016 06:13:04 PM	01-11-2016 06:13:02 PM	Transponder 131981830110 on 01/11/2016 06:13:02 PM at MIA-CENTRAL COLLECTIONS PLAZA lane 03J Agency Miami Airport with 02 axles.		PRKG	(\$17.00)	\$11.30
01-11-2016 06:13:03 PM	01-11-2016 06:13:03 PM	Replenishment - Credit Card		REPLENISH	\$17.00	\$28.30
01-11-2016 10:33:31 AM	01-11-2016 10:33:29 AM	Transponder 131981830110 on 01/11/2016 10:33:29 AM at MIA-CENTRAL COLLECTIONS PLAZA lane 22C Agency Miami Airport with 02 axles.		EPRK	\$0.00	\$11.30
01-11-2016 09:23:41 AM	01-11-2016 08:53:01 AM	Transponder 131981830110 on 01/11/2016 08:53:01 AM at Everglades Pkwy - West lane 05D Agency Everglades Parkway with 02 axles.		TTOL	(\$2.90)	\$11.30

PARKING \$ 34.00  
TOLLS \$ 8.26



**Activity for Account Number: 16251436**

Posted Date Range Searched: 02/23/2016 to 02/24/2016

*RBINISH  
541 MIA  
PARKING/TOLLS*

Posted Date	Transaction Date	Activity Description	Friendly Name	Type	Amount	Balance
02-24-2016 11:20:44 PM	02-24-2016 08:43:54 PM	Transponder 131981830110 on 02/24/2016 08:43:54 PM at Everglades Pkwy - East lane 06D Agency Everglades Parkway with 02 axles.		TTOL	(\$2.90)	\$11.72
02-24-2016 03:35:48 PM	02-24-2016 03:35:47 PM	Transponder 131981830110 on 02/24/2016 03:35:47 PM at MIA-CENTRAL COLLECTIONS PLAZA lane 02J Agency Miami Airport with 02 axles.		PRKG	(\$17.00)	\$14.62
02-24-2016 08:13:04 AM	02-24-2016 08:13:04 AM	Transponder 131981830110 on 02/24/2016 08:13:04 AM at MIA-CENTRAL COLLECTIONS PLAZA lane 22C Agency Miami Airport with 02 axles.		EPRK	\$0.00	\$31.62
02-24-2016 05:49:22 AM	02-23-2016 09:27:59 PM	Transponder 131981830110 on 02/23/2016 09:27:59 PM at SR836 West (57th Ave Ramp) lane 51S Agency Miami-Dade Expressway with 02 axles.		TTOL	(\$0.30)	\$31.62
02-24-2016 05:48:38 AM	02-23-2016 09:23:50 PM	Transponder 131981830110 on 02/23/2016 09:23:50 PM at SR836 West (17th Ave) lane 63S Agency Miami-Dade Expressway with 02 axles.		TTOL	(\$0.70)	\$31.92
02-24-2016 05:26:20 AM	02-23-2016 05:59:41 PM	Transponder 131981830110 on 02/23/2016 05:59:41 PM at SR112 East (17th Ave) lane 44S Agency Miami-Dade Expressway with 02 axles.		TTOL	(\$0.35)	\$32.62
02-24-2016 05:26:15 AM	02-23-2016 05:57:45 PM	Transponder 131981830110 on 02/23/2016 05:57:45 PM at SR112 East (32nd Ave) lane 22S Agency Miami-Dade Expressway with 02 axles.		TTOL	(\$0.35)	\$32.97
02-24-2016 05:18:21 AM	02-23-2016 09:34:49 PM	Transponder 131981830110 on 02/23/2016 09:34:49 PM at SR836 East (57th Ave Ramp)		TTOL	(\$0.30)	\$33.32

Posted Date	Transaction Date	Activity Description	Friendly Name	Type	Amount	Balance
		lane 42S Agency Miami-Dade Expressway with 02 axles.				
02-23-2016 05:56:02 PM	02-23-2016 05:56:02 PM	Replenishment - Credit Card		REPLENISH	\$30.00	\$33.62
02-23-2016 05:54:05 PM	02-23-2016 05:54:05 PM	Transponder 131981830110 on 02/23/2016 05:54:05 PM at MIA-CENTRAL COLLECTIONS PLAZA lane 03J Agency Miami Airport with 02 axles.		PRKG	(\$17.00)	\$3.62
02-23-2016 04:27:16 PM	02-23-2016 10:34:47 AM	Transponder 131981830110 on 02/23/2016 10:34:47 AM at SR836 East (57th Ave) lane 33S Agency Miami-Dade Expressway with 02 axles.		TTOL	(\$0.70)	\$20.62
02-23-2016 10:39:54 AM	02-23-2016 10:39:54 AM	Transponder 131981830110 on 02/23/2016 10:39:54 AM at MIA-CENTRAL COLLECTIONS PLAZA lane 21C Agency Miami Airport with 02 axles.		EPRK	\$0.00	\$21.32
02-23-2016 10:17:35 AM	02-23-2016 08:48:41 AM	Transponder 131981830110 on 02/23/2016 08:48:41 AM at Everglades Pkwy - West lane 05D Agency Everglades Parkway with 02 axles.		TTOL	(\$2.90)	\$21.32

PARKING \$ 34.00  
TOLLS \$ 8.50

**Activity for Account Number: 16251436**

Posted Date Range Searched: 01/25/2016 to 01/26/2016

*RBINISH  
541 MIA  
PARKING  
TOLLS*

Posted Date	Transaction Date	Activity Description	Friendly Name	Type	Amount	Balance
01-26-2016 07:16:48 PM	01-26-2016 04:58:39 PM	Transponder 131981830110 on 01/26/2016 04:58:39 PM at Everglades Pkwy - East lane 06D Agency Everglades Parkway with 02 axles.		TTOL	(\$2.90)	\$34.58
01-26-2016 04:44:19 PM	01-26-2016 04:32:47 PM	Transponder 131981830110 on 01/26/2016 04:32:47 PM at Okeechobee lane 50S Agency Turnpike District with 02 axles.		TTOL	(\$1.06)	\$37.48
01-26-2016 04:18:34 PM	01-26-2016 04:18:34 PM	Replenishment - Credit Card		REPLENISH	\$30.00	\$38.54
01-26-2016 04:16:46 PM	01-26-2016 04:16:46 PM	Transponder 131981830110 on 01/26/2016 04:16:46 PM at MIA-CENTRAL COLLECTIONS PLAZA lane 02J Agency Miami Airport with 02 axles.		PRKG	(\$17.00)	\$8.54
01-26-2016 12:20:15 PM	01-25-2016 01:34:57 PM	Transponder 131981830110 on 01/25/2016 01:34:57 PM at Everglades Pkwy - West lane 05D Agency Everglades Parkway with 02 axles.		TTOL	(\$2.90)	\$25.54
01-26-2016 07:55:12 AM	01-26-2016 07:55:11 AM	Transponder 131981830110 on 01/26/2016 07:55:11 AM at MIA-CENTRAL COLLECTIONS PLAZA lane 22C Agency Miami Airport with 02 axles.		EPRK	\$0.00	\$28.44
01-26-2016 05:23:46 AM	01-25-2016 09:53:27 PM	Transponder 131981830110 on 01/25/2016 09:53:27 PM at SR836 East (57th Ave Ramp) lane 42S Agency Miami-Dade Expressway with 02 axles.		TTOL	(\$0.30)	\$28.44
01-26-2016 03:54:58 AM	01-25-2016 03:23:06 PM	Transponder 131981830110 on 01/25/2016 03:23:06 PM at SR836 East (57th Ave) lane 32S Agency Miami-Dade Expressway with 02 axles.		TTOL	(\$0.70)	\$28.74

*PARKING \$ 17.00  
TOLLS \$ 7.86*

**Activity for Account Number: 16251436**

Posted Date Range Searched: 02/09/2016 to 02/09/2016

*RBINISH  
541 MIA  
PARKING/TOLLS*

Posted Date	Transaction Date	Activity Description	Friendly Name	Type	Amount	Balance
02-09-2016 06:20:20 PM	02-09-2016 05:28:59 PM	Transponder 131981830110 on 02/09/2016 05:28:59 PM at Everglades Pkwy - East lane 06D Agency Everglades Parkway with 02 axles.		TTOL	(\$2.90)	\$31.42
02-09-2016 04:59:07 PM	02-09-2016 04:54:41 PM	Transponder 131981830110 on 02/09/2016 04:54:41 PM at Okeechobee lane 50S Agency Turnpike District with 02 axles.		TTOL	(\$1.06)	\$34.32
02-09-2016 04:28:57 PM	02-09-2016 04:28:57 PM	Replenishment - Credit Card		REPLENISH	\$30.00	\$35.38
02-09-2016 04:26:06 PM	02-09-2016 04:26:06 PM	Transponder 131981830110 on 02/09/2016 04:26:06 PM at MIA-CENTRAL COLLECTIONS PLAZA lane 03J Agency Miami Airport with 02 axles.		PRKG	(\$17.00)	\$5.38
02-09-2016 03:59:35 PM	02-09-2016 10:44:07 AM	Transponder 131981830110 on 02/09/2016 10:44:07 AM at SR836 East (57th Ave) lane 32S Agency Miami-Dade Expressway with 02 axles.		TTOL	(\$0.70)	\$22.38
02-09-2016 10:48:13 AM	02-09-2016 10:48:12 AM	Transponder 131981830110 on 02/09/2016 10:48:12 AM at MIA-CENTRAL COLLECTIONS PLAZA lane 22C Agency Miami Airport with 02 axles.		EPRK	\$0.00	\$23.08
02-09-2016 10:19:46 AM	02-09-2016 09:15:35 AM	Transponder 131981830110 on 02/09/2016 09:15:35 AM at Everglades Pkwy - West lane 05D Agency Everglades Parkway with 02 axles.		TTOL	(\$2.90)	\$23.08

*PARKING \$17.00  
TOLLS 7.56*

**Activity for Account Number: 16251436**

Posted Date Range Searched: 01/07/2016 to 01/07/2016

*RBINISH  
541 - MIA  
TOLLS  
PARKING*

Posted Date	Transaction Date	Activity Description	Friendly Name	Type	Amount	Balance
01-07-2016 03:52:21 PM	01-07-2016 03:47:45 PM	Transponder 131981830110 on 01/07/2016 03:47:45 PM at Okeechobee lane 50S Agency Turnpike District with 02 axles.		TTOL	(\$1.06)	\$21.40
01-07-2016 03:34:58 PM	01-07-2016 10:37:56 AM	Transponder 131981830110 on 01/07/2016 10:37:56 AM at SR836 East (57th Ave) lane 32S Agency Miami-Dade Expressway with 02 axles.		TTOL	(\$0.70)	\$22.46
01-07-2016 12:47:23 PM	01-07-2016 12:47:23 PM	Transponder 131981830110 on 01/07/2016 12:47:23 PM at MIA-CENTRAL COLLECTIONS PLAZA lane 02J Agency Miami Airport with 02 axles.		PRKG	(\$12.00)	\$23.16
01-07-2016 10:57:11 AM	01-07-2016 10:57:11 AM	Transponder 131981830110 on 01/07/2016 10:57:11 AM at MIA-SHORT TERM UPPER lane 41I Agency Miami Airport with 02 axles.		EPRK	\$0.00	\$35.16

*PARKING \$ 12.00  
TOLLS \$ 1.76*



# Ground Transportation

R. Binish

**Project:** MIA - ILDT meeting, Enabling Works Meeting and JBT Meetings

**Project Number:** 541

**Date:** 01.11.2016 To MIA  
01.12.2016 Return From MIA

### Personal Vehicle Travel Expense

<u>Travel Date</u>	<u>From</u>	<u>Beginning Mileage</u>	<u>To</u>	<u>Ending Mileage</u>	<u>Miles Traveled</u>	<u>Mileage Rate</u>	<u>Reimbursable Cost</u>
01.11.2016	Naples	43,941	MIA	44,069	128	\$0.445	\$56.96
01.12.2016	MIA	44,069	Naples	44,197	128	\$0.445	\$56.96
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
					0		\$0.00
				<b>Total</b>	<u>256</u>		<u>\$113.92</u>

# Ground Transportation

R. Binish

**Project:** MIA - ILDT meeting, BHS Steering Cmte Mtg, MAAC/MDAD Meetings

**Project Number:** 541

**Date:** 01.25.2016 To MIA

01.26.2016 Return From MIA

## Personal Vehicle Travel Expense

<u>Travel Date</u>	<u>From</u>	<u>Beginning Mileage</u>	<u>To</u>	<u>Ending Mileage</u>	<u>Miles Traveled</u>	<u>Mileage Rate</u>	<u>Reimbursable Cost</u>
01.25.2016	Naples	44,320	MIA	44,448	128	\$0.445	\$56.96
01.26.2016	MIA	44,448	Naples	44,576	128	\$0.445	\$56.96
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
					0		\$0.00
					Total	256	\$113.92







**Ground Transportation**

**R. Binish**

**Project:** MIA - Miscellaneous Meetings with MDAD and Design Team

**Project Number:** 541

**Date:** 03.08.2016 To MIA  
 03.08.2016 Return From MIA

**Personal Vehicle Travel Expense**

<u>Travel Date</u>	<u>From</u>	<u>Beginning Mileage</u>	<u>To</u>	<u>Ending Mileage</u>	<u>Miles Traveled</u>	<u>Mileage Rate</u>	<u>Reimbursable Cost</u>
03.08.2016	Naples	44,846	MIA	44,974	128	\$0.445	\$56.96
03.08.2016	MIA	44,974	Naples	45,102	128	\$0.445	\$56.96
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
					0		\$0.00
				<b>Total</b>	<b>256</b>		<b>\$113.92</b>

**Ground Transportation** **R. Binish**

**Project:** MIA - BHS Steering Cmte Meeting, ILDT Mtg and Design Team Meeting

**Project Number:** 541

**Date:** 03.09.2016 To MIA  
 03.09.2016 Return From MIA

**Personal Vehicle Travel Expense**

<u>Travel Date</u>	<u>From</u>	<u>Beginning Mileage</u>	<u>To</u>	<u>Ending Mileage</u>	<u>Miles Traveled</u>	<u>Mileage Rate</u>	<u>Reimbursable Cost</u>
03.09.2016	Naples	45,102	MIA	45,230	128	\$0.445	\$56.96
03.09.2016	MIA	45,230	Naples	45,358	128	\$0.445	\$56.96
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
					0		\$0.00
							\$0.00
<b>Total</b>					256		\$113.92

**Ground Transportation**

**R. Binish**

**Project:** MIA - Miscellaneous Meetings with JBT regarding Enabling Works

**Project Number:** 541

**Date:** 04.06.2016 To MIA

04.06.2016 Return From MIA

**Personal Vehicle Travel Expense**

<u>Travel Date</u>	<u>From</u>	<u>Beginning Mileage</u>	<u>To</u>	<u>Ending Mileage</u>	<u>Miles Traveled</u>	<u>Mileage Rate</u>	<u>Reimbursable Cost</u>
04.06.2016	Naples	45,603	MIA	45,731	128	\$0.445	\$56.96
04.06.2016	MIA	45,731	Naples	45,859	128	\$0.445	\$56.96
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
					0		\$0.00
				<b>Total</b>	<u>256</u>		<u>\$113.92</u>



### Ground Transportation

R. Binish

**Project:** MIA - Phasing Meetings with JBT for 41,42 and 43. Design review of BHS Control Room

**Project Number:** 541

**Date:** 04.15.2016 To MIA

04.15.2016 Return From MIA

Personal Vehicle Travel Expense

<u>Travel Date</u>	<u>From</u>	<u>Beginning Mileage</u>	<u>To</u>	<u>Ending Mileage</u>	<u>Miles Traveled</u>	<u>Mileage Rate</u>	<u>Reimbursable Cost</u>
04.15.2016	Naples	46,363	MIA	46,491	128	\$0.445	\$56.96
04.15.2016	MIA	46,491	Naples	46,619	128	\$0.445	\$56.96
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
					0		\$0.00
				Total	<u>256</u>		<u>\$113.92</u>





**Activity for Account Number: 16251436**

Posted Date Range Searched: 03/08/2016 to 03/08/2016

Posted Date	Transaction Date	Activity Description	Friendly Name	Type	Amount	Balance
03-08-2016 07:19:44 PM	03-08-2016 05:33:27 PM	Transponder 131981830110 on 03/08/2016 05:33:27 PM at Everglades Pkwy - East lane 06D Agency Everglades Parkway with 02 axles.		TTOL	(\$2.90)	\$14.82
03-08-2016 05:10:12 PM	03-08-2016 05:05:18 PM	Transponder 131981830110 on 03/08/2016 05:05:18 PM at Okeechobee lane 50S Agency Turnpike District with 02 axles.		TTOL	(\$1.06)	\$17.72
03-08-2016 03:48:38 PM	03-08-2016 08:51:37 AM	Transponder 131981830110 on 03/08/2016 08:51:37 AM at SR 836 East [97 Av East ORT] lane 32S Agency Miami-Dade Expressway with 02 axles.		TTOL	(\$0.70)	\$18.78
03-08-2016 03:38:41 PM	03-08-2016 09:01:36 AM	Transponder 131981830110 on 03/08/2016 09:01:36 AM at SR836 East (57th Ave) lane 32S Agency Miami-Dade Expressway with 02 axles.		TTOL	(\$0.70)	\$19.48
03-08-2016 02:06:57 PM	03-08-2016 02:06:56 PM	Transponder 131981830110 on 03/08/2016 02:06:56 PM at MIA-CENTRAL COLLECTIONS PLAZA lane 03J Agency Miami Airport with 02 axles.		PRKG	(\$17.00)	\$20.18
03-08-2016 11:05:59 AM	03-08-2016 11:05:59 AM	Transponder 131981830110 on 03/08/2016 11:05:59 AM at MIA-SHORT TERM UPPER lane 41I Agency Miami Airport with 02 axles.		EPRK	\$0.00	\$37.18
03-08-2016 08:48:11 AM	03-08-2016 08:42:47 AM	Transponder 131981830110 on 03/08/2016 08:42:47 AM at Okeechobee lane 60S Agency Turnpike District with 02 axles.		TTOL	(\$1.06)	\$37.18
03-08-2016 08:23:06 AM	03-08-2016 08:23:06 AM	Replenishment - Credit Card		REPLENISH	\$30.00	\$38.24
03-08-2016 08:21:19 AM	03-08-2016 07:03:29 AM	Transponder 131981830110 on 03/08/2016 07:03:29 AM at Everglades Pkwy - West lane 05D Agency Everglades Parkway with 02 axles.		TTOL	(\$2.90)	\$8.24

*PARKING \$17.00*  
*TOLLS \$9.32*

**Activity for Account Number: 16251436**

Posted Date Range Searched: 03/09/2016 to 03/09/2016

Posted Date	Transaction Date	Activity Description	Friendly Name	Type	Amount	Balance
03-09-2016 10:11:16 PM	03-09-2016 08:08:43 PM	Transponder 131981830110 on 03/09/2016 08:08:43 PM at Everglades Pkwy - East lane 06D Agency Everglades Parkway with 02 axles.		TTOL	(\$2.90)	\$18.16
03-09-2016 05:37:10 PM	03-09-2016 05:37:10 PM	Transponder 131981830110 on 03/09/2016 05:37:10 PM at MIA-CENTRAL COLLECTIONS PLAZA lane 02J Agency Miami Airport with 02 axles.		PRKG	(\$17.00)	\$21.06
03-09-2016 03:40:31 PM	03-09-2016 08:51:18 AM	Transponder 131981830110 on 03/09/2016 08:51:18 AM at SR 836 East [97 Av East ORT] lane 32S Agency Miami-Dade Expressway with 02 axles.		TTOL	(\$0.70)	\$38.06
03-09-2016 03:38:54 PM	03-09-2016 08:59:40 AM	Transponder 131981830110 on 03/09/2016 08:59:40 AM at SR836 East (57th Ave) lane 32S Agency Miami-Dade Expressway with 02 axles.		TTOL	(\$0.70)	\$38.76
03-09-2016 09:07:50 AM	03-09-2016 09:07:50 AM	Transponder 131981830110 on 03/09/2016 09:07:50 AM at MIA-CENTRAL COLLECTIONS PLAZA lane 22C Agency Miami Airport with 02 axles.		EPRK	\$0.00	\$39.46
03-09-2016 08:52:30 AM	03-09-2016 08:52:30 AM	Replenishment - Credit Card		REPLENISH	\$30.00	\$39.46
03-09-2016 08:51:16 AM	03-09-2016 08:42:30 AM	Transponder 131981830110 on 03/09/2016 08:42:30 AM at Okeechobee lane 60S Agency Turnpike District with 02 axles.		TTOL	(\$1.06)	\$9.46
03-09-2016 08:23:51 AM	03-09-2016 07:05:41 AM	Transponder 131981830110 on 03/09/2016 07:05:41 AM at Everglades Pkwy - West lane 05D Agency Everglades Parkway with 02 axles.		TTOL	(\$2.90)	\$10.52
03-09-2016 04:08:44 AM	03-08-2016 04:48:16 PM	Transponder 131981830110 on 03/08/2016 04:48:16 PM at SR836 West (at 57th Ave) lane 63S Agency Miami-Dade Expressway with 02 axles.		TTOL	(\$0.70)	\$13.42
03-09-2016 04:08:09 AM	03-08-2016 04:55:28 PM	Transponder 131981830110 on 03/08/2016 04:55:28 PM at SR 836 West [97 Av West] lane 63S Agency Miami-Dade Expressway with 02 axles.		TTOL	(\$0.70)	\$14.12

PARKING \$17.00  
Tolls \$12.56

**Activity for Account Number: 16251436**

Posted Date Range Searched: 04/06/2016 to 04/06/2016

Posted Date	Transaction Date	Activity Description	Friendly Name	Type	Amount	Balance
04-06-2016 10:26:33 PM	04-06-2016 10:26:31 PM	Transponder 131981830110 on 04/06/2016 10:26:31 PM at MIA-CENTRAL COLLECTIONS PLAZA lane 03J Agency Miami Airport with 02 axles.		PRKG	(\$17.00)	\$13.86
04-06-2016 10:26:33 PM	04-06-2016 10:26:33 PM	Replenishment - Credit Card		REPLENISH	\$17.00	\$30.86
04-06-2016 03:51:17 PM	04-06-2016 11:22:24 AM	Transponder 131981830110 on 04/06/2016 11:22:24 AM at SR836 East (57th Ave) lane 34S Agency Miami-Dade Expressway with 02 axles.		TTOL	(\$0.70)	\$13.86
04-06-2016 11:27:03 AM	04-06-2016 11:27:03 AM	Transponder 131981830110 on 04/06/2016 11:27:03 AM at MIA-CENTRAL COLLECTIONS PLAZA lane 22C Agency Miami Airport with 02 axles.		EPRK	\$0.00	\$14.56
04-06-2016 10:18:32 AM	04-06-2016 09:41:32 AM	Transponder 131981830110 on 04/06/2016 09:41:32 AM at Everglades Pkwy - West lane 05D Agency Everglades Parkway with 02 axles.		TTOL	(\$2.90)	\$14.56

*PARKING \$ 17.00*  
*Tolls \$ 3.60*

# Activity for Account Number: 16251436

Posted Date Range Searched: 04/12/2016 to 04/13/2016

Posted Date	Transaction Date	Activity Description	Friendly Name	Type	Amount	Balance
04-13-2016 10:42:06 PM	04-13-2016 07:52:16 AM	Transponder 131981830110 on 04/13/2016 07:52:16 AM at SR836 West (57th Ave Ramp) lane 51S Agency Miami-Dade Expressway with 02 axles.		TTOL	(\$0.30)	\$28.10
04-13-2016 05:26:02 PM	04-13-2016 04:27:59 PM	Transponder 131981830110 on 04/13/2016 04:27:59 PM at Everglades Pkwy - East lane 06D Agency Everglades Parkway with 02 axles.		TTOL	(\$2.90)	\$28.40
04-13-2016 03:59:32 PM	04-13-2016 03:50:13 PM	Transponder 131981830110 on 04/13/2016 03:50:13 PM at Okeechobee lane 50S Agency Turnpike District with 02 axles.		TTOL	(\$1.06)	\$31.30
04-13-2016 03:36:28 PM	04-13-2016 03:36:28 PM	Replenishment - Credit Card		REPLENISH	\$30.00	\$32.36
04-13-2016 03:35:10 PM	04-13-2016 03:35:10 PM	Transponder 131981830110 on 04/13/2016 03:35:10 PM at MIA-CENTRAL COLLECTIONS PLAZA lane 03J Agency Miami Airport with 02 axles.		PRKG	(\$17.00)	\$2.36
04-13-2016 12:50:53 PM	04-13-2016 12:50:53 PM	Transponder 131981830110 on 04/13/2016 12:50:53 PM at MIA-SHORT TERM UPPER lane 41I Agency Miami Airport with 02 axles.		EPRK	\$0.00	\$19.36
04-13-2016 05:06:07 AM	04-12-2016 09:51:19 PM	Transponder 131981830110 on 04/12/2016 09:51:19 PM at SR836 East (57th Ave Ramp) lane 42S Agency Miami-Dade Expressway with 02 axles.		TTOL	(\$0.30)	\$19.36
04-12-2016 06:25:44 PM	04-12-2016 06:25:44 PM	Transponder 131981830110 on 04/12/2016 06:25:44 PM at MIA-CENTRAL COLLECTIONS PLAZA lane 02J Agency Miami Airport with 02 axles.		PRKG	(\$17.00)	\$19.66
04-12-2016 04:29:31 PM	04-12-2016 09:42:49 AM	Transponder 131981830110 on 04/12/2016 09:42:49 AM at SR836 East (57th Ave) lane 32S Agency Miami-Dade Expressway with 02 axles.		TTOL	(\$0.70)	\$36.66
04-12-2016 12:17:11 PM	04-12-2016 12:17:10 PM	Transponder 131981830110 on 04/12/2016 12:17:10 PM at MIA-SHORT TERM UPPER lane 41I Agency Miami Airport with 02 axles.		EPRK	\$0.00	\$37.36
04-12-2016 09:26:41 AM	04-12-2016 09:26:41 AM	Replenishment - Credit Card		REPLENISH	\$30.00	\$37.36
04-12-2016 09:25:14 AM	04-12-2016 08:03:27 AM	Transponder 131981830110 on 04/12/2016 08:03:27 AM at Everglades Pkwy - West lane 05D Agency Everglades Parkway with 02 axles.		TTOL	(\$2.90)	\$7.36

PARKING † 34.00

Tolls † 8.16

**Activity for Account Number: 16251436**

Posted Date Range Searched: 04/15/2016 to 04/15/2016

Posted Date	Transaction Date	Activity Description	Friendly Name	Type	Amount	Balance
04-15-2016 06:03:58 PM	04-15-2016 10:10:03 AM	Transponder 131981830110 on 04/15/2016 10:10:03 AM at SR836 East (57th Ave) lane 32S Agency Miami-Dade Expressway with 02 axles.		TTOL	(\$0.70)	\$33.20
04-15-2016 03:19:18 PM	04-15-2016 02:37:03 PM	Transponder 131981830110 on 04/15/2016 02:37:03 PM at Everglades Pkwy - East lane 06D Agency Everglades Parkway with 02 axles.		TTOL	(\$2.90)	\$33.90
04-15-2016 02:04:18 PM	04-15-2016 02:04:18 PM	Replenishment - Credit Card		REPLENISH	\$30.00	\$36.80
04-15-2016 02:02:58 PM	04-15-2016 02:02:58 PM	Transponder 131981830110 on 04/15/2016 02:02:58 PM at MIA-CENTRAL COLLECTIONS PLAZA lane 03J Agency Miami Airport with 02 axles.		PRKG	(\$17.00)	\$6.80
04-15-2016 10:17:35 AM	04-15-2016 10:17:35 AM	Transponder 131981830110 on 04/15/2016 10:17:35 AM at MIA-CENTRAL COLLECTIONS PLAZA lane 22C Agency Miami Airport with 02 axles.		EPRK	\$0.00	\$23.80
04-15-2016 09:22:19 AM	04-15-2016 08:42:26 AM	Transponder 131981830110 on 04/15/2016 08:42:26 AM at Everglades Pkwy - West lane 05D Agency Everglades Parkway with 02 axles.		TTOL	(\$2.90)	\$23.80

PARKING \$ 17.00  
Tolls \$ 6.50

**Activity for Account Number: 16251436**

Posted Date Range Searched: 04/15/2016 to 04/15/2016

Posted Date	Transaction Date	Activity Description	Friendly Name	Type	Amount	Balance
04-15-2016 06:03:58 PM	04-15-2016 10:10:03 AM	Transponder 131981830110 on 04/15/2016 10:10:03 AM at SR836 East (57th Ave) lane 32S Agency Miami-Dade Expressway with 02 axles.		TTOL	(\$0.70)	\$33.20
04-15-2016 03:19:18 PM	04-15-2016 02:37:03 PM	Transponder 131981830110 on 04/15/2016 02:37:03 PM at Everglades Pkwy - East lane 06D Agency Everglades Parkway with 02 axles.		TTOL	(\$2.90)	\$33.90
04-15-2016 02:04:18 PM	04-15-2016 02:04:18 PM	Replenishment - Credit Card		REPLENISH	\$30.00	\$36.80
04-15-2016 02:02:58 PM	04-15-2016 02:02:58 PM	Transponder 131981830110 on 04/15/2016 02:02:58 PM at MIA-CENTRAL COLLECTIONS PLAZA lane 03J Agency Miami Airport with 02 axles.		PRKG	(\$17.00)	\$6.80
04-15-2016 10:17:35 AM	04-15-2016 10:17:35 AM	Transponder 131981830110 on 04/15/2016 10:17:35 AM at MIA-CENTRAL COLLECTIONS PLAZA lane 22C Agency Miami Airport with 02 axles.		EPRK	\$0.00	\$23.80
04-15-2016 09:22:19 AM	04-15-2016 08:42:26 AM	Transponder 131981830110 on 04/15/2016 08:42:26 AM at Everglades Pkwy - West lane 05D Agency Everglades Parkway with 02 axles.		TTOL	(\$2.90)	\$23.80

PARKING \$ 17.00  
Tolls \$ 6.50

## Activity for Account Number: 16251436

Posted Date Range Searched: 04/26/2016 to 04/27/2016

Posted Date	Transaction Date	Activity Description	Friendly Name	Type	Amount	Balance
04-27-2016 03:26:35 PM	04-27-2016 03:26:35 PM	Replenishment - Credit Card		REPLENISH	\$30.00	\$37.58
04-27-2016 03:25:22 PM	04-27-2016 02:16:56 PM	Transponder 131981830110 on 04/27/2016 02:16:56 PM at Everglades Pkwy - East lane 06D Agency Everglades Parkway with 02 axles.		TTOL	(\$2.90)	\$7.58
04-27-2016 01:41:13 PM	04-27-2016 01:37:13 PM	Transponder 131981830110 on 04/27/2016 01:37:13 PM at Okeechobee lane 50S Agency Turnpike District with 02 axles.		TTOL	(\$1.06)	\$10.48
04-27-2016 01:22:46 PM	04-27-2016 08:05:44 AM	Transponder 131981830110 on 04/27/2016 08:05:44 AM at MIA-SHORT TERM UPPER lane 41I Agency Miami Airport with 02 axles.		PRKG	\$0.00	\$11.54
04-27-2016 08:05:45 AM	04-27-2016 08:05:44 AM	Transponder 131981830110 on 04/27/2016 08:05:44 AM at MIA-SHORT TERM UPPER lane 41I Agency Miami Airport with 02 axles.		EPRK	\$0.00	\$11.54
04-26-2016 05:14:21 PM	04-26-2016 05:14:17 PM	Transponder 131981830110 on 04/26/2016 05:14:17 PM at MIA-CENTRAL COLLECTIONS PLAZA lane 02J Agency Miami Airport with 02 axles.		PRKG	(\$17.00)	\$11.54
04-26-2016 05:14:19 PM	04-26-2016 05:14:19 PM	Replenishment - Credit Card		REPLENISH	\$17.00	\$28.54
04-26-2016 04:58:13 PM	04-26-2016 09:16:26 AM	Transponder 131981830110 on 04/26/2016 09:16:26 AM at SR836 East (57th Ave) lane 32S Agency Miami-Dade Expressway with 02 axles.		TTOL	(\$0.70)	\$11.54
04-26-2016 04:45:24 PM	04-26-2016 09:05:29 AM	Transponder 131981830110 on 04/26/2016 09:05:29 AM at SR 836 East [97 Av East ORT] lane 33S Agency Miami-Dade Expressway with 02 axles.		TTOL	(\$0.70)	\$12.24
04-26-2016 12:22:52 PM	04-26-2016 12:22:52 PM	Transponder 131981830110 on 04/26/2016 12:22:52 PM at MIA-SHORT TERM UPPER lane 41I Agency Miami Airport with 02 axles.		EPRK	\$0.00	\$12.94
04-26-2016 09:50:40 AM	04-26-2016 09:50:40 AM	Transponder 131981830110 on 04/26/2016 09:50:40 AM at MIA-CENTRAL COLLECTIONS PLAZA lane 03J Agency Miami Airport with 02 axles.		PRKG	(\$4.00)	\$12.94
04-26-2016 09:25:47 AM	04-26-2016 09:25:46 AM	Transponder 131981830110 on 04/26/2016 09:25:46 AM at MIA-SHORT TERM UPPER lane 41I Agency Miami Airport with 02 axles.		EPRK	\$0.00	\$16.94
04-26-2016 09:20:34 AM	04-26-2016 07:29:30 AM	Transponder 131981830110 on 04/26/2016 07:29:30 AM at Everglades Pkwy - West lane 05D Agency Everglades Parkway with 02 axles.		TTOL	(\$2.90)	\$16.94

04-26-2016 09:10:33 AM	04-26-2016 08:56:39 AM	Transponder 131981830110 on 04/26/2016 08:56:39 AM at Okeechobee lane 60S Agency Turnpike District with 02 axles.		TTOL	(\$1.06)	\$19.84
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PARKING \$ 21.00  
TOLLS \$ 9.32



R. BINISH  
Expenses  
Project Number: 541 MIA  
Category: PARKING

MIAMI AIRPORT

305-876-7598  
Connect with:  
Facebook/Twitter  
Instagram @iflyMIA  
New App, MIA Airport Official  
Tap the App Today!

Card Account : XXXXXXXXXXXX1638  
Card Type : VISA  
Authorization Code : 07156D

Cashier : 69 Seq # 43457  
License Plate : BSSY2B  
Ent : 08:05 04/27/16 Lane 41  
Exit: 13:21 04/27/16 Lane 55  
Duration: 0D(s) 5H(s) 16M(s)  
Rate Code: 87 Shift: 024

FEE \$	17,00
AMOUNT TEND \$	17,00
CASH \$	0,00
CREDIT CARD \$	17,00
CHECK \$	0,00
CHANGE \$	0,00

PAID AT CT \$ 17,00  
Taxes Included

\*\*\* Thank You \*\*\*  
\*\*\* Customer Copy \*\*\*

### Mobile Phone Charges

Employee: **Robert G. Binish**

Invoice Date: 01.08.2016 to 02.07.2016

Mobile Phone No: 972.800.6203

Invoice Amount: \$80.00 Account Charges and Credits  
 \$67.22 Charges, Surcharges, and Taxes  
\$35.77 Airtime Charges  
**\$182.99 Total**

CLIENT	Telephone Usage Minutes	Percent Allocated	ProRate Charges	Airtime Charges Actual	COST(include Tax)
<b>MINUTES</b>					
389 - LAX TBIT CBIS	122	9.30%	\$13.69		\$13.69
154 - MIA CBIS	290	22.10%	\$32.54		\$32.54
536 - PHX T3 BHS	62	4.73%	\$6.96		\$6.96
162 - DEN	175	13.34%	\$19.64		\$19.64
375 - MDW BHS	138	10.52%	\$15.49		\$15.49
533 - FLL CBIS	0	0.00%	\$0.00		\$0.00
574 - LGA CTB	0	0.00%	\$0.00		\$0.00
374 - PBI	0	0.00%	\$0.00		\$0.00
569 - BA JFK T7	0	0.00%	\$0.00		\$0.00
425 - Marketing/Admin.	263	20.05%	\$29.51	\$35.77	\$65.28
					\$0.00
Personal	<u>262</u>	19.97%	<u>\$29.40</u>	<u>\$0.00</u>	<u>\$29.40</u>
	1312	<b>Total</b>	<b>\$147.22</b>	<b>\$35.77</b>	<b>\$182.99</b>
totals					<b>\$182.99</b>

Personal	\$29.40
Chargeable to 389	\$13.69
Chargeable to 541	\$32.54
Chargeable to 536	\$6.96
Chargeable to 162	\$19.64
Chargeable to 375	\$15.49
Admin/Marketing	\$65.28
Chargeable to 533	\$0.00
Chargeable to 574	\$0.00
Chargeable to 374	\$0.00
Chargeable to 569	<u>\$0.00</u>
<b>Billable</b>	<b><u>\$153.59</u></b>
<b>Total</b>	<b>\$182.99</b>

**CELLULAR TELEPHONE BILL ALLOCATION**

Robert Blinsh

Number: 972-800-6203

Period: 01.08.2016 to 02.07.2016

Date	Time	Number	Origin	Minutes	Charges	Allocation
1/16/2016	11:32AM	650-219-7520	Naples FL	1	--	536
1/18/2016	3:02PM	650-219-7520	Naples FL	2	--	536
1/29/2016	9:17AM	650-219-7520	Naples FL	36	--	536
2/2/2016	9:46AM	650-219-7520	Miami FL	11	--	536
1/19/2016	4:10PM	650-821-3921	Naples FL	6	--	536
<b>TOTAL PROJECT 536</b>				<b>62</b>	<b>\$ -</b>	
<b>PROJECT 541</b>						
1/27/2016	2:28PM	239-242-4213	Naples FL	2	--	541
1/20/2016	2:06PM	248-789-9284	Naples FL	26	--	541
2/1/2016	1:31PM	248-789-9284	Naples FL	33	--	541
1/11/2016	12:50PM	305-643-8822	Miami FL	1	--	541
1/25/2016	10:53AM	305-797-7309	Naples FL	4	--	541
1/11/2016	4:51PM	305-992-3665	Doral FL	1	--	541
1/12/2016	4:46PM	305-992-3665	Miami FL	2	--	541
1/26/2016	4:59PM	404-983-3078	Andytown FL	1	--	541
2/1/2016	4:38PM	404-983-3078	Naples FL	1	--	541
2/1/2016	5:37PM	404-983-3078	Naples FL	9	--	541
1/8/2016	9:42AM	727-244-3581	Naples FL	30	--	541
1/11/2016	5:39PM	727-244-3581	Miami FL	23	--	541
1/12/2016	6:19PM	727-244-3581	Immokalee FL	1	--	541
1/12/2016	6:29PM	727-244-3581	Ochopee FL	15	--	541
1/15/2016	4:24PM	727-244-3581	Naples FL	3	--	541
1/15/2016	4:30PM	727-244-3581	Naples FL	4	--	541
1/19/2016	2:53PM	727-244-3581	Naples FL	23	--	541
1/26/2016	4:24PM	727-244-3581	Doral FL	16	--	541
1/27/2016	12:09PM	727-244-3581	Naples FL	11	--	541
1/27/2016	1:08PM	727-244-3581	Naples FL	6	--	541
1/29/2016	5:17PM	727-244-3581	Naples FL	24	--	541
2/1/2016	10:06AM	727-244-3581	Naples FL	12	--	541
2/1/2016	11:41AM	727-244-3581	Naples FL	8	--	541
2/1/2016	4:22PM	727-244-3581	Naples FL	15	--	541
1/11/2016	11:08AM	734-548-0720	Miami FL	1	--	541
1/9/2016	2:55PM	954-895-0823	Fort Myers FL	10	--	541
1/25/2016	11:03AM	954-931-3816	Naples FL	8	--	541
<b>TOTAL PROJECT 541</b>				<b>290</b>	<b>\$ -</b>	
<b>MARKETING</b>						
1/11/2016	9:43AM	214-470-5139	Immokalee FL	1	--	M
1/13/2016	11:16AM	214-532-6229	Naples FL	12	--	M
1/13/2016	3:59PM	214-532-6229	Naples FL	2	--	M
1/14/2016	8:43AM	214-532-6229	Naples FL	2	--	M



PO BOX 4001  
ACWORTH, GA 30101

Manage Your Account www.vzw.com	Account Number 480497764-00001	Date Due 03/02/16
Change your address at vzw.com/changeaddress	Invoice Number 3364941286	

### Quick Bill Summary

Jan 08 – Feb 07

Previous Balance <i>(see back for details)</i>	\$421.82
Payment – Thank You	-\$421.82
Adjustments	-\$200.00
<b>Credit Balance</b>	<b>-\$200.00</b>
Monthly Charges	\$201.99
Usage and Purchase Charges	\$35.77
Equipment Charges	\$98.73
Verizon Wireless' Surcharges and Other Charges & Credits	\$16.14
Taxes, Governmental Surcharges & Fees	\$15.09
<b>Total Current Charges</b>	<b>\$367.72</b>

**Total Charges Due by March 02, 2016 \$167.72**

#### KEYLINE



ROBERT BINISH  
14902 TYBEE ISLAND DR  
NAPLES, FL 34119-4830

#### Verizon Wireless News

##### See Where You Use Data The Most

We know it's important to have tools to help monitor your usage. That's why we've created the new Data Utilization tool in My Verizon. Now you can easily view your data usage by category. Visit [vzw.com/datautilization](http://vzw.com/datautilization).

Pay from phone #PMT (#768)	Pay on the Web My Verizon at <a href="http://www.vzw.com">www.vzw.com</a>	Questions: 1.800.922.0204 or *611 from your phone
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ROBERT BINISH  
14902 TYBEE ISLAND DR  
NAPLES, FL 34119-4830

Bill Date February 07, 2016  
Account Number 480497764-00001  
Invoice Number 3364941286

### Total Amount Due by March 02, 2016

Make check payable to Verizon Wireless.  
Please return this remit slip with payment.

**\$167.72**

\$    .

P.O. BOX 15062  
ALBANY, NY 12212-5062



33649412860104804977640000100000036772000000167723



Invoice Number Account Number Date Due Page  
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Get Minutes Used	Get Data Used	Get Balance
#MIN + SEND	#DATA + SEND	#BAL + SEND

### Payments and Adjustments

<b>Previous Balance</b>		<b>\$421.82</b>
Payment – Thank You		
Payment Received 02/01/16		-421.82
<b>Total Payments</b>		<b>-\$421.82</b>
<b>Adjustments</b>		
Cust Incentive Credit–I Ntl	for 972-800-6203 on 01/19/16	-100.00
Cust Incentive Credit–I Ntl	for 972-809-9645 on 01/19/16	-100.00
<b>Total Adjustments</b>		<b>-\$200.00</b>
<b>Credit Balance</b>		<b>-\$200.00</b>

### Account Charges and Credits

<b>Account Monthly Charges</b>		
The Verizon Plan X Large 12GB	02/08 – 03/07	80.00
<b>Subtotal</b>		<b>\$80.00</b>
<b>Total Account Charges and Credits</b>		<b>\$80.00</b>

Written notations included with or on your payment will not be reviewed or honored. Please send correspondence to:  
**Verizon Wireless Attn: Correspondence Team PO Box 5029 Wallingford, CT 06492**

**Automatic Payment Enrollment for Account: 480497764-00001 ROBERT BINISH**

By signing below, you authorize Verizon Wireless to electronically debit your bank account each month for the total balance due on your account. The check you send will be used to setup Automatic Payment. You will be notified each month of the date and amount of the debit 10 days in advance of the payment. I understand and accept these terms. This agreement does not alter the terms of your existing Customer Agreement. I agree that Verizon Wireless is not liable for erroneous bill statements or incorrect debits to my account. To withdraw your authorization you must call Verizon Wireless. Check with your bank for any charges.

1. Check this box.
2. Sign name in box below, as shown on the bill and date.
3. Return this slip with your payment. Do not send a voided check.



Invoice Number Account Number Date Due Page  
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**Summary for Robert Binish: 972-800-6203**

**Your Plan**

The Verizon Plan X Large 12GB  
 (see pg 3)

**Monthly Charges**

Smartphone Line Access	02/08 - 03/07	20.00
Ringback Tones	02/08 - 03/07	.99
		<b>\$20.99</b>

**Equipment Charges**

Device Payment Agreement 1109122327 - Payment 2 of 24	31.66
Paid 31.81	
Past Due .00	
Balance (after this month's current payment) 696.52	
<b>\$31.66</b>	

**Usage and Purchase Charges**

Voice	Allowance	Used	Billable	Cost
Shared <i>minutes</i>	unlimited	819	---	---
Mobile to Mobile <i>minutes</i>	unlimited	393	---	---
Night/Weekend <i>minutes</i>	unlimited	100	---	---
Long Distance - Verizon Wireless				35.77
<b>Total Voice</b>				<b>\$35.77</b>

**Messaging**

Text, Picture & Video	messages	unlimited	126	---	---
<b>Total Messaging</b>					<b>\$0.00</b>

**Data**

Gigabyte Usage <i>gigabytes</i>	12.000 (shared)	2.223	---	---
Data Promo (12/18/15) - Bonus Data 2GB/MO <i>gigabytes</i>	2.000 (shared)	1.138	---	---
Data Promo (12/18/15) - Bonus Data 2GB/MO <i>gigabytes</i>	2.000 (shared)	.826	---	---
<b>Total Data</b>				<b>\$0.00</b>

**Total Usage and Purchase Charges \$35.77**

**Verizon Wireless' Surcharges+**

Fed Universal Service Charge	6.95
Regulatory Charge	.21
Administrative Charge	1.23
<b>\$8.39</b>	

**Taxes, Governmental Surcharges and Fees+**

FL State 911 Fee	.40
FL Communications Service Tax	4.50
Collier Cnty Comm Srvc Tax	1.28
<b>\$6.18</b>	



Invoice Number Account Number Date Due Page  
 3364941286 480497764-00001 03/02/16 9 of 18

### Monthly Charges, continued

Total Current Charges for 972-800-6203

\$102.99

+Percentage-based taxes, fees, and surcharges apply to charges for this line, including overage charges, plus this line's share of account charges.

### Detail for Robert Binish: 972-800-6203

#### Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
1/08	9:42A	727-244-3581	Peak	M2MAllow	Naples FL	Incoming CL	30	---	---	---
1/08	12:59P	303-342-4901	Peak	PlanAllow	Naples FL	Aurora CO	8	---	---	---
1/08	1:04P	303-342-2146	Peak	PlanAllow,CallWait	Naples FL	Incoming CL	2	---	---	---
1/08	1:10P	303-342-2146	Peak	PlanAllow	Naples FL	Incoming CL	1	---	---	---
1/08	1:28P	303-342-4901	Peak	PlanAllow	Naples FL	Aurora CO	22	---	---	---
1/08	3:06P	678-925-5346	Peak	PlanAllow	Naples FL	Incoming CL	27	---	---	---
1/08	5:30P	519-572-0382	Peak	PlanAllow	Naples FL	Kitchewtrl ON	29	---	14.21	14.21
1/09	2:55P	954-895-0823	Off-Peak	N&W	Fort Myers FL	Fltlauderd FL	10	---	---	---
1/11	8:51A	678-925-5346	Peak	PlanAllow	Naples FL	Atlanta NE GA	1	---	---	---
1/11	8:53A	972-809-9645	Peak	M2MAllow	Naples FL	Grandprari TX	4	---	---	---
1/11	8:57A	678-925-5346	Peak	PlanAllow	Naples FL	Atlanta NE GA	2	---	---	---
1/11	9:03A	612-418-6740	Peak	M2MAllow	Naples FL	Minneapolis MN	13	---	---	---
1/11	9:15A	603-892-0281	Peak	PlanAllow	Immokalee FL	Concord NH	2	---	---	---
1/11	9:25A	239-529-5951	Peak	PlanAllow	Ochopee FL	Naples FL	2	---	---	---
1/11	9:42A	972-658-6080	Peak	PlanAllow	Immokalee FL	McKinney TX	1	---	---	---
1/11	9:43A	214-470-5139	Peak	PlanAllow	Immokalee FL	Grandprari TX	1	---	---	---
1/11	9:44A	214-792-1775	Peak	PlanAllow	Immokalee FL	Dallas TX	13	---	---	---
1/11	9:58A	734-392-4918	Peak	PlanAllow	Andytown FL	Plymouth MI	1	---	---	---
1/11	9:59A	734-392-4918	Peak	PlanAllow	Andytown FL	Incoming CL	37	---	---	---
1/11	11:08A	734-548-0720	Peak	PlanAllow	Miami FL	Ann Arbor MI	1	---	---	---
1/11	12:50P	305-643-8822	Peak	PlanAllow	Miami FL	Miami FL	1	---	---	---
1/11	2:32P	773-491-8262	Peak	M2MAllow	Miami FL	Incoming CL	6	---	---	---
1/11	4:51P	305-992-3665	Peak	PlanAllow	Doral FL	Incoming CL	1	---	---	---
1/11	4:59P	888-585-9008	Peak	PlanAllow	Miami FL	Toll-Free CL	33	---	---	---
1/11	5:31P	734-392-4918	Peak	PlanAllow	Miami FL	Incoming CL	7	---	---	---
1/11	5:39P	727-244-3581	Peak	M2MAllow	Miami FL	Clearwater FL	23	---	---	---
1/11	6:10P	239-529-5951	Peak	PlanAllow	Miami FL	Naples FL	1	---	---	---
1/11	6:18P	972-809-9645	Peak	M2MAllow	Miami FL	Incoming CL	7	---	---	---
1/11	9:10P	972-809-9645	Off-Peak	N&W	Miami FL	Incoming CL	11	---	---	---
1/12	9:08A	239-529-5951	Peak	PlanAllow	Miami FL	Naples FL	1	---	---	---
1/12	9:09A	972-809-9645	Peak	M2MAllow	Miami FL	Grandprari TX	1	---	---	---
1/12	9:11A	972-809-9645	Peak	M2MAllow	Miami FL	Incoming CL	3	---	---	---
1/12	11:14A	972-809-9645	Peak	M2MAllow	Miami FL	Incoming CL	6	---	---	---
1/12	11:51A	734-392-4918	Peak	PlanAllow	Miami FL	Plymouth MI	1	---	---	---
1/12	4:46P	305-992-3665	Peak	PlanAllow	Miami FL	Incoming CL	2	---	---	---
1/12	5:06P	239-529-5951	Peak	PlanAllow	Miami FL	Naples FL	2	---	---	---
1/12	5:14P	734-392-4918	Peak	PlanAllow	Doral FL	Incoming CL	29	---	---	---
1/12	6:09P	678-925-5346	Peak	PlanAllow	Immokalee FL	Incoming CL	11	---	---	---



Invoice Number Account Number Date Due Page  
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**Detail for Robert Binish: 972-800-6203**

**Voice, continued**

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dis/ Other Chgs	Total
1/12	6:19P	727-244-3581	Peak	M2MAllow	Immokalee FL	Clearwater FL	1	--	--	--
1/12	6:29P	727-244-3581	Peak	M2MAllow	Ochopee FL	Clearwater FL	15	--	--	--
1/12	6:44P	678-925-5346	Peak	PlanAllow	Immokalee FL	Atlanta NE GA	1	--	--	--
1/12	6:50P	678-925-5346	Peak	PlanAllow	Naples FL	Atlanta NE GA	1	--	--	--
1/13	9:20A	678-925-5346	Peak	PlanAllow	Naples FL	Incoming CL	19	--	--	--
1/13	10:06A	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	4	--	--	--
1/13	11:16A	214-532-6229	Peak	PlanAllow	Naples FL	Incoming CL	12	--	--	--
1/13	12:31P	972-658-6080	Peak	PlanAllow	Naples FL	Incoming CL	24	--	--	--
1/13	1:32P	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	4	--	--	--
1/13	3:31P	571-317-3112	Peak	PlanAllow	Naples FL	Arlington VA	24	--	--	--
1/13	3:56P	239-529-5951	Peak	PlanAllow	Naples FL	Incoming CL	3	--	--	--
1/13	3:59P	214-532-6229	Peak	PlanAllow	Naples FL	Grandprari TX	2	--	--	--
1/13	4:40P	239-529-5951	Peak	PlanAllow	Naples FL	Incoming CL	2	--	--	--
1/13	5:06P	239-529-5951	Peak	PlanAllow	Naples FL	Naples FL	1	--	--	--
1/14	8:43A	214-532-6229	Peak	PlanAllow	Naples FL	Grandprari TX	2	--	--	--
1/14	8:45A	214-532-6229	Peak	PlanAllow	Naples FL	Grandprari TX	2	--	--	--
1/14	10:20A	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	10	--	--	--
1/14	3:22P	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	4	--	--	--
1/14	4:31P	519-572-0382	Peak	PlanAllow	Naples FL	Kitchewtri ON	1	--	.49	.49
1/14	4:46P	519-572-0382	Peak	PlanAllow	Naples FL	Incoming CL	48	--	--	--
1/15	6:24A	972-809-9645	Peak	M2MAllow	Bonita Spr FL	Grandprari TX	1	--	--	--
1/15	6:31A	972-809-9645	Peak	M2MAllow	Naples FL	Grandprari TX	1	--	--	--
1/15	6:36A	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	1	--	--	--
1/15	11:34A	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	4	--	--	--
1/15	11:37A	650-219-7520	Peak	M2MAllow	Naples FL	Incoming CL	6	--	--	--
1/15	3:56P	972-658-6080	Peak	PlanAllow	Naples FL	Incoming CL	27	--	--	--
1/15	4:24P	727-244-3581	Peak	M2MAllow	Naples FL	Incoming CL	3	--	--	--
1/15	4:27P	972-809-9645	Peak	M2MAllow,CallWait	Naples FL	Incoming CL	3	--	--	--
1/15	4:30P	727-244-3581	Peak	M2MAllow	Naples FL	Clearwater FL	4	--	--	--
1/15	4:39P	678-925-5346	Peak	PlanAllow	Naples FL	Incoming CL	1	--	--	--
1/15	4:39P	678-925-5346	Peak	PlanAllow	Naples FL	Incoming CL	13	--	--	--
1/15	9:31P	972-809-9645	Off-Peak	N&W	Naples FL	Incoming CL	2	--	--	--
1/16	11:31A	972-809-9645	Off-Peak	N&W	Naples FL	Grandprari TX	1	--	--	--
1/16	11:32A	650-219-7520	Off-Peak	N&W	Naples FL	Ssnfmcsc CA	1	--	--	--
1/16	11:36A	972-809-9645	Off-Peak	N&W	Naples FL	Incoming CL	5	--	--	--
1/16	4:45P	972-809-9645	Off-Peak	N&W	Naples FL	Incoming CL	7	--	--	--
1/16	8:50P	972-809-9645	Off-Peak	N&W	Naples FL	Incoming CL	1	--	--	--
1/17	8:39A	972-809-9645	Off-Peak	N&W	Naples FL	Grandprari TX	1	--	--	--
1/17	8:47A	972-809-9645	Off-Peak	N&W	Naples FL	Grandprari TX	2	--	--	--
1/17	9:35A	972-809-9645	Off-Peak	N&W	Naples FL	Incoming CL	3	--	--	--
1/17	10:14A	972-809-9645	Off-Peak	N&W	Naples FL	Grandprari TX	2	--	--	--
1/17	2:27P	972-809-9645	Off-Peak	N&W	Naples FL	Incoming CL	7	--	--	--
1/17	5:47P	972-809-9645	Off-Peak	N&W	Fort Myers FL	Incoming CL	1	--	--	--
1/18	10:44A	972-890-2686	Peak	M2MAllow	Naples FL	Incoming CL	16	--	--	--
1/18	3:02P	650-219-7520	Peak	M2MAllow	Naples FL	Ssnfmcsc CA	2	--	--	--





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**Detail for Robert Binish: 972-800-6203**

**Voice, continued**

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
1/18	4:29P	519-572-0382	Peak	PlanAllow	Naples FL	Kitchewtrl ON	1	---	.49	.49
1/18	4:30P	972-809-9645	Peak	M2MAllow	Naples FL	Grandprari TX	3	---	---	---
1/18	4:58P	226-646-0044	Peak	PlanAllow	Naples FL	Kitchewtrl ON	10	---	4.41	4.41
1/19	10:26A	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	6	---	---	---
1/19	10:52A	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	2	---	---	---
1/19	12:30P	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	5	---	---	---
1/19	2:53P	727-244-3581	Peak	M2MAllow	Naples FL	Incoming CL	23	---	---	---
1/19	4:10P	650-821-3921	Peak	PlanAllow	Naples FL	Incoming CL	6	---	---	---
1/20	10:54A	708-612-5292	Peak	PlanAllow	Naples FL	Incoming CL	1	---	---	---
1/20	11:10A	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	3	---	---	---
1/20	11:44A	251-241-3070	Peak	PlanAllow	Naples FL	Incoming CL	1	---	---	---
1/20	1:59P	239-529-5951	Peak	PlanAllow	Naples FL	Naples FL	3	---	---	---
1/20	2:06P	248-789-9284	Peak	PlanAllow	Naples FL	Incoming CL	26	---	---	---
1/20	3:10P	734-392-4918	Peak	PlanAllow	Naples FL	Incoming CL	21	---	---	---
1/21	9:21A	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	4	---	---	---
1/21	10:45A	678-446-2134	Peak	PlanAllow	Naples FL	Incoming CL	3	---	---	---
1/21	4:49P	519-572-0382	Peak	PlanAllow	Naples FL	Kitchewtrl ON	14	---	6.37	6.37
1/22	10:47A	972-809-9645	Peak	M2MAllow	Naples FL	Grandprari TX	4	---	---	---
1/22	2:42P	239-529-5951	Peak	PlanAllow	Naples FL	Naples FL	10	---	---	---
1/22	3:13P	239-529-5951	Peak	PlanAllow	Naples FL	Incoming CL	2	---	---	---
1/22	5:15P	239-529-5951	Peak	PlanAllow	Naples FL	Naples FL	1	---	---	---
1/22	5:15P	678-925-5346	Peak	PlanAllow,CallWait	Naples FL	Incoming CL	31	---	---	---
1/22	5:51P	702-359-5643	Peak	PlanAllow	Naples FL	Incoming CL	1	---	---	---
1/23	12:40P	519-572-0382	Off-Peak	N&W	Naples FL	Incoming CL	13	---	---	---
1/25	10:53A	305-797-7309	Peak	PlanAllow	Naples FL	Incoming CL	4	---	---	---
1/25	11:03A	954-931-3816	Peak	PlanAllow	Naples FL	Incoming CL	8	---	---	---
1/25	1:31P	678-925-5346	Peak	PlanAllow	Naples FL	Atlanta NE GA	1	---	---	---
1/25	3:45P	773-491-8262	Peak	M2MAllow	Miami FL	Incoming CL	2	---	---	---
1/25	5:53P	239-529-5951	Peak	PlanAllow	Miami FL	Naples FL	1	---	---	---
1/25	9:45P	972-809-9645	Off-Peak	N&W	Miami FL	Incoming CL	1	---	---	---
1/25	9:51P	972-809-9645	Off-Peak	N&W	Miami FL	Grandprari TX	21	---	---	---
1/25	10:24P	239-529-5951	Off-Peak	N&W	Miami FL	Incoming CL	11	---	---	---
1/26	8:07A	239-529-5951	Peak	PlanAllow	Miami FL	Naples FL	5	---	---	---
1/26	4:22P	239-529-5951	Peak	PlanAllow	Doral FL	Naples FL	3	---	---	---
1/26	4:24P	727-244-3581	Peak	M2MAllow	Doral FL	Clearwater FL	16	---	---	---
1/26	4:45P	678-925-5346	Peak	PlanAllow	Pembroke P FL	Atlanta NE GA	1	---	---	---
1/26	4:59P	404-983-3078	Peak	PlanAllow	Andytown FL	Atlanta GA	1	---	---	---
1/26	5:58P	519-572-0382	Peak	PlanAllow	Naples FL	Incoming CL	1	---	---	---
1/26	5:58P	519-572-0382	Peak	PlanAllow	Naples FL	Kitchewtrl ON	19	---	9.31	9.31
1/27	11:08A	239-529-5951	Peak	PlanAllow	Naples FL	Incoming CL	5	---	---	---
1/27	12:09P	727-244-3581	Peak	M2MAllow	Naples FL	Incoming CL	11	---	---	---
1/27	1:08P	727-244-3581	Peak	M2MAllow	Naples FL	Incoming CL	6	---	---	---
1/27	2:28P	239-242-4213	Peak	PlanAllow	Naples FL	Incoming CL	2	---	---	---
1/27	3:00P	303-342-4901	Peak	PlanAllow	Naples FL	Aurora CO	142	---	---	---
1/27	5:30P	239-529-5951	Peak	PlanAllow	Naples FL	Naples FL	1	---	---	---



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**Detail for Robert Binish: 972-800-6203**

**Voice, continued**

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
1/28	9:51A	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	4	--	--	--
1/28	10:16A	651-365-4797	Peak	PlanAllow	Naples FL	Incoming CL	4	--	--	--
1/28	2:34P	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	2	--	--	--
1/28	5:10P	239-529-5951	Peak	PlanAllow	Naples FL	Naples FL	1	--	--	--
1/29	9:17A	650-219-7520	Peak	M2MAllow	Naples FL	Incoming CL	36	--	--	--
1/29	9:52A	972-809-9645	Peak	M2MAllow	Naples FL	Grandprari TX	2	--	--	--
1/29	2:07P	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	6	--	--	--
1/29	2:17P	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	2	--	--	--
1/29	4:26P	678-326-2030	Peak	M2MAllow	Naples FL	Newnan GA	1	--	--	--
1/29	5:15P	239-529-5951	Peak	PlanAllow	Naples FL	Naples FL	2	--	--	--
1/29	5:17P	727-244-3581	Peak	M2MAllow	Naples FL	Clearwater FL	24	--	--	--
2/01	8:47A	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	8	--	--	--
2/01	10:06A	727-244-3581	Peak	M2MAllow	Naples FL	Incoming CL	12	--	--	--
2/01	11:41A	727-244-3581	Peak	M2MAllow	Naples FL	Clearwater FL	8	--	--	--
2/01	12:57P	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	5	--	--	--
2/01	1:31P	248-789-9284	Peak	PlanAllow	Naples FL	Incoming CL	33	--	--	--
2/01	4:16P	678-925-5346	Peak	PlanAllow	Naples FL	Atlanta NE GA	2	--	--	--
2/01	4:18P	519-572-0382	Peak	PlanAllow	Naples FL	Kilchewtri ON	1	--	.49	.49
2/01	4:22P	727-244-3581	Peak	M2MAllow	Naples FL	Clearwater FL	15	--	--	--
2/01	4:38P	404-983-3078	Peak	PlanAllow	Naples FL	Atlanta GA	1	--	--	--
2/01	5:37P	404-983-3078	Peak	PlanAllow	Naples FL	Atlanta GA	9	--	--	--
2/02	8:43A	519-572-0382	Peak	PlanAllow	Virginia G FL	Incoming CL	17	--	--	--
2/02	9:19A	678-925-5346	Peak	PlanAllow	Miami FL	Incoming CL	2	--	--	--
2/02	9:46A	650-219-7520	Peak	M2MAllow	Miami FL	Incoming CL	11	--	--	--

**Mobile Phone Charges**

Employee: Sherri Reynolds

Invoice Date: January 9, 2016

Mobile Phone No: 404-538-2375

Reimbursable Amt. \$59.57

Monthly Service	Dedicated Line	Usage Charge	Costs
\$219.65	-	-	\$219.65
-	-	\$0.00	\$0.00
<b>\$219.65</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$219.65</b>

CLIENT	Basic Monthly Service Allocation			Dedicated Line	Usage Charge	TOTAL COST
	MINUTES	%	COST	COST	COST	
#166		1.41%	0.84	\$0.00		\$0.84
#538		3.37%	2.01	\$0.00		\$2.01
#154		9.35%	5.57	\$0.00		\$5.57
#565		39.78%	23.70	\$0.00		\$23.70
#669		20.87%	12.43	\$0.00		\$12.43
#610 & #425 (Marketing & Non-billable)		25.22%	15.02	\$0.00		\$15.02
<b>Subtotal - Sherri Work</b>		<b>100.00%</b>	<b>59.57</b>			
Billable Work - Sherri	694	27.12%	59.57			
Personal - Sherri	645	25.21%	55.36	\$0.00		\$55.36
Family Plan Deduct	1,220	47.67%	104.72	\$0.00		\$104.71
<b>total</b>	<b>2,559</b>	<b>100.00%</b>	<b>\$219.65</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$219.64</b>

**Sherri Reynolds**  
**Time Entry Detail 12/10/15-1/9/16**

	230 Hours	Billable	Non-Billable & Marketing
125 Research/Training Financial Controls System	1		25.22%
154 Miami - MIA	21.5	9.35%	
166 DL ATL/AMPT	3.25	1.41%	
425-DL Airline Marketing - Delta Air Lines	3	0.00%	
538 SFO US Relocation	7.75	3.37%	
▼ 565 SEA DL Sky Club	91.5	39.78%	
▼ 669 ATL Airside Modernization	48	20.87%	
930 Training and Education	17		
940 Office Support	21		
Time Off	16		
<b>Totals</b>	<b>230</b>	<b>74.78%</b>	<b>25.22%</b>



JIM REYNOLDS  
210 OCONEE WOODS TRL  
SHARPSBURG, GA 30277-4609


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Bill Cycle Date: 12/10/15 - 01/09/16  
Account: 534085075275

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## Wireless Statement

### Bill At-A-Glance

Previous Balance	\$212.13
Payment - 12/31 - Thank You!	\$212.13CR
Adjustments	\$0.00
Balance	\$0.00
New Charges	\$219.65
<b>Total Amount Due</b>	<b>\$219.65</b>
Amount Due In Full by	Feb 01, 2016



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Visit [att.com/aaltoday](http://att.com/aaltoday)  
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\*Pricing is for wireless service only. Req's Mobile Share<sup>SM</sup> plan charge (min \$30/mo.) & per tablet access charge (\$10/mo.). Up to ten devices. Add'l monthly charges for extra data and devices. Does not include device purchase costs. Other pricing options, charges & restrictions apply.

### Service Summary

snem →

Service	Page	Total
<b>Wireless</b>		<b>\$219.65</b>
404 538-2375	\$120.24	2
678 488-2193	\$48.90	2
678 779-6378	\$23.23	3
770 301-0206	\$27.28	4
<b>Total New Charges</b>		<b>\$219.65</b>

### Wireless

#### Group 3 - Data Summary - Dec 10 thru Jan 9

**Mobile Share Value 15GB with Rollover Data** - Includes 15 gigabytes of domestic data. \$15 each additional 1GB. Unused plan data from the current bill period rolls over for use and expires after 1 billing period. Additional monthly charge applies for each device on the plan. Unlimited talk & text on mobile phones. Unlimited talk on Wireless Home Phone. Mobile Hotspot, video calling, and Visual Voicemail available with compatible devices. Unlimited domestic data usage on the AT&T Wi-Fi Basic network for smartphones and select data devices.

	Mobile Share Data Used (MB)
404 538-2375	1,541
678 488-2193	3,669
678 779-6378	3,918
770 301-0206	604
<b>Total</b>	<b>9,730</b>

#### Manage Your Account:

Online: [att.com/myatt](http://att.com/myatt)  
Mobile App: [att.com/myattapp](http://att.com/myattapp)  
Support: 800 331-0500 or 611 from your mobile device  
TTY: 866 241-6567

For important information about your bill, please see the **News You Can Use** section (Page 4).

Return bottom portion with your check in the enclosed envelope. Payments may take 7 days to post.

Wireless Services provided by AT&T Mobility, LLC.

**DUE BY: Feb 01, 2016**      **\$219.65**



CHECK FOR AUTO PAY  
(SEE REVERSE)

Account Number **534085075275**

Please include account number on your check.

JIM REYNOLDS  
210 OCONEE WOODS TRL  
SHARPSBURG, GA 30277-4609

Make checks payable to:  
AT&T MOBILITY  
PO Box 537104  
Atlanta, GA 30353-7104

9260053408507527500000000219650000021965008



JIM REYNOLDS  
210 OCONEE WOODS TRL  
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**Wireless - Continued**

**Mobile Share Value 15GB with Rollover Data**

	Megabytes (MB)
Rollover available through Jan 9*	0
Included in Plan	15,360
Total Data Used	9,730

**Rollover available on Jan 10** 5,631  
Usage and available Rollover are rounded up to the next megabyte. For more details on your Data Summary, visit [myatt.com](http://myatt.com).  
\* Unused Rollover Data expires after 1 billing period or when you change your plan or account.

**404 538-2375**  
JIM R. REYNOLDS

**Mobile Share Value Smartphone 4G LTE w/ VVM** - Includes unlimited Talk & Text within domestic coverage area, unlimited calling from domestic coverage area to Mexico and Canada, and international text, picture and video messages sent from or received in the U.S., Puerto Rico and U.S. Virgin Islands. Pay-per-use rates apply to calls made to other countries.

**International Roaming - Expanded** - Includes international roaming outside the U.S. and international long distance from the U.S. at standard, pay-per-use international rates. See rates at [www.att.com/global](http://www.att.com/global).

**Monthly Charges - Jan 10 thru Feb 9**

1. Mobile Share Value 15GB with Rollover Data	100.00
2. Mobile Share Value Smartphone 4G LTE w/ VVM	40.00
3. Discount for Access Charge	25.00CR
4. Caller ID Block	0.00
5. International Roaming - Expanded	0.00
<b>Total Monthly Charges</b>	<b>115.00</b>

**Other Charges and Credits**

**Voice Usage Summary**

Mobile Share with Unlimited Talk & Text	Unlimited
Daytime Minutes	
Minutes Used	1,086
Night & Weekend Minutes	
Minutes Used	253

1339

Autofill Enrollment  
If I enroll in Autofill, I authorize AT&T to pay my bill monthly by electronically deducting money from my bank account. I can cancel authorization by notifying AT&T at [www.att.com](http://www.att.com) or by calling the customer care number listed on my bill. Your enrollment could take 1-2 billing cycles for Autofill to take effect. Continue to submit payment until page one of your invoice reflects either Autofill payment will Debit Your Bank Account or Autofill will Debit Your Credit Card by.

Bank Account Holder Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**Other Charges and Credits - Continued**

**Data Usage Summary**

Mobile Share Messaging Used	Unlimited 989
-----------------------------	------------------

**Mobile Share Value 15GB with Rollover Data**  
Included in Plan MB 15,360  
Individual MB Used 1,541  
1 Gigabyte (GB) = 1024MB, 1 Megabyte (MB) = 1024KB

**Surcharges and Other Fees**

6. Administrative Fee	0.61
7. Federal Universal Service Charge	1.00
8. Regulatory Cost Recovery Charge	0.89
<b>Total Surcharges and Other Fees</b>	<b>2.50</b>

**Government Fees and Taxes**

9. County Sales Tax - Telecom	0.53
10. Coweta County E911	1.50
11. GA State Sales Tax - Telecom	0.71
<b>Total Government Fees and Taxes</b>	<b>2.74</b>

**Total Other Charges & Credits** 5.24

**Total for 404 538-2375** 120.24

**678 488-2193**  
JO JO O. REYNOLDS

**Mobile Share Value iPhone on 4G LTE w/ VVM** - Includes unlimited Talk & Text within domestic coverage area, unlimited calling from domestic coverage area to Mexico and Canada, and international text, picture and video messages sent from or received in the U.S., Puerto Rico and U.S. Virgin Islands. Pay-per-use rates apply to calls made to other countries.

**International Roaming - Expanded** - Includes international roaming outside the U.S. and international long distance from the U.S. at standard, pay-per-use international rates. See rates at [www.att.com/global](http://www.att.com/global).

**Mobile Insurance Premium** - Includes Coverage for loss, theft, accidental damage, liquid damage, and out-of-warranty malfunction.

**Monthly Charges - Jan 10 thru Feb 9**

1. Mobile Share Value iPhone on 4G LTE w/ VVM	40.00
-----------------------------------------------	-------

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#BWNJSTZ  
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JBT 02787



JIM REYNOLDS  
210 OCONEE WOODS TRL  
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**678 488-2193**  
JO-JO O. REYNOLDS

**Monthly Charges - Continued**

2. Discount for Access Charge	25.00CR
3. International Roaming - Expanded	0.00
4. Mobile Insurance Premium	6.99
<b>Total Monthly Charges</b>	<b>21.99</b>

**Other Charges and Credits**

**Voice Usage Summary**

Mobile Share with Unlimited Talk & Text	Unlimited	
Daytime Minutes		
Minutes Used	70	} 107
Night & Weekend Minutes		
Minutes Used	37	

**Data Usage Summary**

Mobile Share Messaging	Unlimited
Used	198

Mobile Share Value 15GB with Rollover Data  
Individual MB Used 3,669  
1 Gigabyte (GB) = 1024MB, 1 Megabyte (MB) = 1024KB

**Wireless Equipment Charges**

Installment Plan ID: 170000001345152 - Est. on 01/10/15

APPLE16GB

Amount Financed: \$649.99

Date	Description	
5. 12/10	Installment 12 of 30	21.67

Balance Remaining after Current Installment: \$389.95

\* To pay off your installment plan early, please visit [myatt.com](http://myatt.com) for details.

**Surcharges and Other Fees**

6. Administrative Fee	0.61
7. Federal Universal Service Charge	1.00
8. Regulatory Cost Recovery Charge	0.89
<b>Total Surcharges and Other Fees</b>	<b>2.50</b>

**Government Fees and Taxes**

9. County Sales Tax - Telecom	0.53
10. Coweta County E911	1.50

**Other Charges and Credits - Continued**

11. GA State Sales Tax - Telecom	0.71
Total Government Fees and Taxes	2.74

**Total Other Charges & Credits 26.91**

**Total for 678 488-2193 48.90**

**678 779-6378**  
CODY SEMONES

**Mobile Share Value iPhone on 4G LTE w/ VVM - Includes** unlimited Talk & Text within domestic coverage area, unlimited calling from domestic coverage area to Mexico and Canada, and international text, picture and video messages sent from or received in the U.S., Puerto Rico and U.S. Virgin Islands. Pay-per-use rates apply to calls made to other countries.

**International Roaming - Expanded - Includes** international roaming outside the U.S. and international long distance from the U.S. at standard, pay-per-use international rates. See rates at [www.att.com/global](http://www.att.com/global).

**Monthly Charges - Jan 10 thru Feb 9**

1. Mobile Share Value iPhone on 4G LTE w/ VVM	40.00
2. Discount for Access Charge	25.00CR
3. AT&T Roadside Assistance	2.99
4. International Roaming - Expanded	0.00
<b>Total Monthly Charges</b>	<b>17.99</b>

**Other Charges and Credits**

**Voice Usage Summary**

Mobile Share with Unlimited Talk & Text	Unlimited	
Daytime Minutes		
Minutes Used	269	} 355
Night & Weekend Minutes		
Minutes Used	77	
Non-Billable Minutes	9	

**Data Usage Summary**

Mobile Share Messaging	Unlimited
Used	394

Mobile Share Value 15GB with Rollover Data  
Individual MB Used 3,918  
1 Gigabyte (GB) = 1024MB, 1 Megabyte (MB) = 1024KB



JIM REYNOLDS  
 210 OCONEE WOODS TRL  
 SHARPSBURG, GA 30277-4609

Page: 4 of 5  
 Bill Cycle Date: 12/10/15 - 01/09/16  
 Account: 534085075275

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**678 779-6378**  
**CODY SEMONES**

**Other Charges and Credits - Continued**

<b>Surcharges and Other Fees</b>	
5. Administrative Fee	0.61
6. Federal Universal Service Charge	1.00
7. Regulatory Cost Recovery Charge	0.89
<b>Total Surcharges and Other Fees</b>	<b>2.50</b>
<b>Government Fees and Taxes</b>	
8. County Sales Tax - Telecom	0.53
9. Coweta County E911	1.50
10. GA State Sales Tax - Telecom	0.71
<b>Total Government Fees and Taxes</b>	<b>2.74</b>
<b>Total Other Charges &amp; Credits</b>	<b>5.24</b>
<b>Total for 678 779-6378</b>	<b>23.23</b>

**770 301-0206**  
**JIM REYNOLDS**

**Mobile Share Value Smartphone 4G LTE w/ VVM** - Includes unlimited Talk & Text within domestic coverage area, unlimited calling from domestic coverage area to Mexico and Canada, and international text, picture and video messages sent from or received in the U.S., Puerto Rico and U.S. Virgin Islands. Pay-per-use rates apply to calls made to other countries.

**International Roaming - Expanded** - Includes international roaming outside the U.S. and international long distance from the U.S. at standard, pay-per-use international rates. See rates at [www.att.com/global](http://www.att.com/global).

**Monthly Charges - Jan 10 thru Feb 9**

1. Mobile Share Value Smartphone 4G LTE w/ VVM	40.00
2. Discount for Access Charge	25.00CR
3. International Roaming - Expanded	0.00
<b>Total Monthly Charges</b>	<b>15.00</b>

**Other Charges and Credits**

**Voice Usage Summary**

Mobile Share with Unlimited Talk & Text	Unlimited
Daytime Minutes	
Minutes Used	676
Night & Weekend Minutes	

82  
 758

**Other Charges and Credits - Continued**

Minutes Used	82
International Long Distance	
4. Minutes Billed	4 5.96
<b>Data Usage Summary</b>	
Mobile Share Messaging	Unlimited
Used	518
<b>Mobile Share Value 15GB with Rollover Data</b>	
Individual MB Used	604
1 Gigabyte (GB) = 1024MB, 1 Megabyte (MB) = 1024KB	
<b>Surcharges and Other Fees</b>	
5. Administrative Fee	0.61
6. Federal Universal Service Charge	2.08
7. Regulatory Cost Recovery Charge	0.89
<b>Total Surcharges and Other Fees</b>	<b>3.58</b>

**Government Fees and Taxes**

8. County Sales Tax - Telecom	0.53
9. Coweta County E911	1.50
10. GA State Sales Tax - Telecom	0.71
<b>Total Government Fees and Taxes</b>	<b>2.74</b>

**Total Other Charges & Credits 12.28**

**Total for 770 301-0206 27.28**

**Total for Wireless accounts 219.65**

**News You Can Use**

**MOVING SOON?**

AT&T can help. Call us to move your existing services or to order new home phone, high speed internet and TV services. 800-MOVE-ATT (800-668-3288) or visit [www.att.com/move](http://www.att.com/move).

**NEW YEAR. NEW SMARTPHONE.**

Ring in the new year by adding a new smartphone on AT&T Next(SM)! The Samsung Galaxy Note5 helps you get more done with a built-in S Pen(TM). With the LG V10(TM), you can record and edit video, while two front-facing cameras make taking selfies a snap. To start the new year off in style, visit [www.att.com/addaline](http://www.att.com/addaline) or call 800-449-1672 today.



### Mobile Phone Charges

Employee: **Robert G. Binish**

Invoice Date: 04.08.2016 to 05.07.2016

Mobile Phone No: 972.800.6203

Invoice Amount: \$160.00 Account Charges and Credits  
 \$72.09 Charges, Surcharges, and Taxes  
\$52.92 Airtime Charges  
**\$285.01 Total**

CLIENT	Telephone Usage Minutes	Percent Allocated	ProRate Charges	Airtime Charges Actual	COST(include Tax)
<b>MINUTES</b>					
389 - LAX TBIT CBIS	38	2.35%	\$5.46		\$5.46
541 - MIA CBIS	380	23.54%	\$54.64		\$54.64
671 - UA B2020	133	8.24%	\$19.12		\$19.12
162 - DEN	142	8.80%	\$20.42		\$20.42
375 - MDW BHS	30	1.86%	\$4.31		\$4.31
533 - FLL CBIS	251	15.55%	\$36.09		\$36.09
574 - LGA CTB	0	0.00%	\$0.00		\$0.00
374 - PBI	9	0.56%	\$1.29		\$1.29
245 - SFO	2	0.12%	\$0.29		\$0.29
425 - Marketing/Admin.	433	26.83%	\$62.26	\$52.92	\$115.18
					\$0.00
Personal	<u>196</u>	12.14%	<u>\$28.18</u>	<u>\$0.00</u>	<u>\$28.18</u>
	1614	<b>Total</b>	<b>\$232.09</b>	<b>\$52.92</b>	<b>\$285.01</b>
totals					<b>\$285.01</b>

Personal	\$28.18
Chargeable to 389	\$5.46
Chargeable to 541	\$54.64
Chargeable to 671	\$19.12
Chargeable to 162	\$20.42
Chargeable to 375	\$4.31
Admin/Marketing	\$115.18
Chargeable to 533	\$36.09
Chargeable to 574	\$0.00
Chargeable to 374	\$1.29
Chargeable to 245	<u>\$0.29</u>
Billable	<u>\$256.82</u>
Total	<b>\$285.01</b>



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Get Minutes Used	Get Data Used	Get Balance
#MIN + SEND	#DATA + SEND	#BAL + SEND

**Payments**

<b>Previous Balance</b>	<b>\$644.25</b>
Payment – Thank You	
Payment Received 04/29/16	-644.25
<b>Total Payments</b>	<b>-\$644.25</b>
<b>Balance Forward</b>	<b>\$0.00</b>

**Account Charges and Credits**

<b>Account Monthly Charges</b>		
The Verizon Plan XX Large 18GB	05/08 – 06/07	100.00
<b>Subtotal</b>		<b>\$100.00</b>
<b>Account Usage Charges</b>		
Data Over Allowance – GB		60.00
<b>Subtotal</b>		<b>\$60.00</b>
<b>Total Account Charges and Credits</b>		<b>\$160.00</b>

Written notations included with or on your payment will not be reviewed or honored. Please send correspondence to:  
**Verizon Wireless Attn: Correspondence Team PO Box 5029 Wallingford, CT 06492**

**Automatic Payment Enrollment for Account: 480497764-00001 ROBERT BINISH**

By signing below, you authorize Verizon Wireless to electronically debit your bank account each month for the total balance due on your account. The check you send will be used to setup Automatic Payment. You will be notified each month of the date and amount of the debit 10 days in advance of the payment. I understand and accept these terms. This agreement does not alter the terms of your existing Customer Agreement. I agree that Verizon Wireless is not liable for erroneous bill statements or incorrect debits to my account. To withdraw your authorization you must call Verizon Wireless. Check with your bank for any charges.

1. Check this box.
2. Sign name in box below, as shown on the bill and date.
3. Return this slip with your payment. Do not send a voided check.



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**Summary for Robert Binish: 972-800-6203**

**Your Plan**

The Verizon Plan XX Large 18GB  
 (see pg 3)

**Monthly Charges**

Smartphone Line Access	05/08 - 06/07	20.00
Ringback Tones	05/08 - 06/07	.99
		<b>\$20.99</b>

**Equipment Charges**

Device Payment Agreement 1109122327 - Payment 5 of 24	31.66
Paid 126.79	
Past Due .00	
Balance (after this month's current payment) 601.54	
<b>\$31.66</b>	

**Usage and Purchase Charges**

Voice	Allowance	Used	Billable	Cost
Shared <i>minutes</i>	unlimited	1220	---	---
Mobile to Mobile <i>minutes</i>	unlimited	312	---	---
Night/Weekend <i>minutes</i>	unlimited	82	---	---
Long Distance - Verizon Wireless				52.92
<b>Total Voice</b>				<b>\$52.92</b>

**Messaging**

Text, Picture & Video	messages	unlimited	127	---	---
<b>Total Messaging</b>					<b>\$0.00</b>

**Data**

Gigabyte Usage	gigabytes	18.000 (shared)	1.788	---	---
Data Promo (12/18/15) - Bonus Data 2GB/MO	gigabytes	2.000 (shared)	2.000	---	---
Data Promo (12/18/15) - Bonus Data 2GB/MO	gigabytes	2.000 (shared)	.602	---	---
<b>Total Data</b>					<b>\$0.00</b>

**Total Usage and Purchase Charges \$52.92**

**Verizon Wireless' Surcharges+**

Fed Universal Service Charge	9.90
Regulatory Charge	.21
Administrative Charge	1.23
<b>\$11.34</b>	

**Taxes, Governmental Surcharges and Fees+**

FL State 911 Fee	.40
FL Communications Service Tax	5.99
Collier Cnty Comm Srvc Tax	1.70
<b>\$8.09</b>	



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### Monthly Charges, continued

**Total Current Charges for 972-800-6203 \$125.00**

+Percentage-based taxes, fees, and surcharges apply to charges for this line, including overage charges, plus this line's share of account charges.

### Detail for Robert Binish: 972-800-6203

#### Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
4/08	8:50A	248-789-9284	Peak	PlanAllow	Naples FL	Southfield MI	19	--	--	--
4/08	4:05P	734-392-4918	Peak	PlanAllow	Naples FL	Incoming CL	28	--	--	--
4/08	4:55P	519-572-0382	Peak	PlanAllow	Naples FL	Incoming CL	26	--	--	--
4/08	5:25P	239-529-5951	Peak	PlanAllow	Naples FL	Naples FL	1	--	--	--
4/08	5:26P	678-925-5346	Peak	PlanAllow	Naples FL	Atlanta NE GA	2	--	--	--
4/08	5:32P	734-392-4918	Peak	PlanAllow	Naples FL	Plymouth MI	19	--	--	--
4/08	6:00P	678-925-5346	Peak	PlanAllow	Naples FL	Incoming CL	3	--	--	--
4/08	6:02P	678-925-5346	Peak	PlanAllow	Naples FL	Incoming CL	2	--	--	--
4/09	11:36A	305-797-7309	Off-Peak	N&W	Naples FL	Keys FL	14	--	--	--
4/11	8:37A	305-797-7309	Peak	PlanAllow	Naples FL	Incoming CL	5	--	--	--
4/11	1:15P	206-617-9348	Peak	M2MAllow	Naples FL	Seattle WA	2	--	--	--
4/11	4:35P	239-529-5951	Peak	PlanAllow	Naples FL	Naples FL	2	--	--	--
4/11	4:36P	678-925-5346	Peak	PlanAllow	Naples FL	Atlanta NE GA	18	--	--	--
4/11	4:54P	727-244-3581	Peak	M2MAllow	Naples FL	Clearwater FL	9	--	--	--
4/11	5:02P	770-250-2800	Peak	PlanAllow	Naples FL	Atlanta NW GA	1	--	--	--
4/11	8:28P	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	4	--	--	--
4/12	8:02A	734-392-4918	Peak	PlanAllow	Naples FL	Incoming CL	50	--	--	--
4/12	8:51A	734-392-4918	Peak	PlanAllow	Immokalee FL	Plymouth MI	1	--	--	--
4/12	8:52A	734-392-4918	Peak	PlanAllow	Immokalee FL	Plymouth MI	3	--	--	--
4/12	8:57A	239-564-6397	Peak	PlanAllow	Andytown FL	No Naples FL	1	--	--	--
4/12	9:15A	305-797-7309	Peak	PlanAllow	Pembroke P FL	Keys FL	1	--	--	--
4/12	9:39A	404-983-3078	Peak	PlanAllow	Miami FL	Atlanta GA	1	--	--	--
4/12	12:13P	727-244-3581	Peak	M2MAllow	Miami FL	Clearwater FL	1	--	--	--
4/12	12:15P	305-797-7309	Peak	PlanAllow	Miami FL	Keys FL	1	--	--	--
4/12	2:01P	404-983-3078	Peak	PlanAllow	Miami FL	Incoming CL	5	--	--	--
4/12	4:03P	519-572-0382	Peak	PlanAllow	Miami FL	Incoming CL	1	--	--	--
4/12	4:04P	519-572-0382	Peak	PlanAllow	Miami FL	Kitchewtri ON	41	--	20.09	20.09
4/12	5:10P	727-244-3581	Peak	M2MAllow	Doral FL	Incoming CL	4	--	--	--
4/12	5:34P	954-931-3816	Peak	PlanAllow	Miami FL	FtLauderdi FL	6	--	--	--
4/12	5:52P	972-809-9645	Peak	M2MAllow	Miami FL	Incoming CL	14	--	--	--
4/12	6:10P	519-572-0382	Peak	PlanAllow	Miami FL	Kitchewtri ON	2	--	.49	.49
4/12	6:11P	404-983-3078	Peak	PlanAllow,CallWait	Miami FL	Incoming CL	1	--	--	--
4/12	6:12P	678-925-5346	Peak	PlanAllow	Miami FL	Atlanta NE GA	1	--	--	--
4/12	10:13P	239-529-5951	Off-Peak	N&W	Miami FL	Naples FL	6	--	--	--
4/13	7:09A	239-529-5951	Peak	PlanAllow	Miami FL	Naples FL	17	--	--	--
4/13	8:34A	305-797-7309	Peak	PlanAllow	Miami FL	Incoming CL	8	--	--	--
4/13	11:24A	305-797-7309	Peak	PlanAllow	Miami FL	Keys FL	1	--	--	--
4/13	1:00P	805-886-8118	Peak	M2MAllow	Miami FL	incoming CL	33	--	--	--



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**Detail for Robert Binish: 972-800-6203**

**Voice, continued**

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
4/13	1:38P	519-572-0382	Peak	PlanAllow	Miami FL	Kitchewtri ON	1	---	.49	.49
4/13	1:46P	678-925-5346	Peak	PlanAllow	Miami FL	Atlanta NE GA	1	---	---	---
4/13	2:29P	888-585-9008	Peak	PlanAllow	Miami FL	Toll-Free CL	32	---	---	---
4/13	3:04P	734-392-4918	Peak	PlanAllow	Miami FL	Incoming CL	4	---	---	---
4/13	3:13P	519-572-0382	Peak	PlanAllow	Miami FL	Incoming CL	15	---	---	---
4/13	3:34P	734-392-4918	Peak	PlanAllow	Miami FL	Plymouth MI	9	---	---	---
4/13	3:52P	206-919-7228	Peak	M2MAllow	Pennsuco FL	Seattle WA	31	---	---	---
4/13	4:26P	239-529-5951	Peak	PlanAllow	Lauderhill FL	Naples FL	3	---	---	---
4/13	4:28P	678-925-5346	Peak	PlanAllow	Andytown FL	Incoming CL	10	---	---	---
4/13	4:42P	305-797-7309	Peak	PlanAllow	Immokalee FL	Keys FL	3	---	---	---
4/13	4:44P	404-983-3078	Peak	PlanAllow	Immokalee FL	Atlanta GA	11	---	---	---
4/13	4:58P	734-392-4918	Peak	PlanAllow	Ochopee FL	Plymouth MI	9	---	---	---
4/13	5:08P	727-244-3581	Peak	M2MAllow	Immokalee FL	Clearwater FL	1	---	---	---
4/13	5:13P	612-418-6740	Peak	M2MAllow	Naples FL	Minneapolis MN	10	---	---	---
4/14	10:29A	888-330-1716	Peak	PlanAllow	Naples FL	Toll-Free CL	1	---	---	---
4/14	11:54A	206-617-9348	Peak	M2MAllow	Naples FL	Seattle WA	2	---	---	---
4/14	5:07P	239-529-5951	Peak	PlanAllow	Naples FL	Naples FL	1	---	---	---
4/14	5:08P	305-797-7309	Peak	PlanAllow	Naples FL	Keys FL	1	---	---	---
4/14	6:55P	519-572-0382	Peak	PlanAllow	Naples FL	Kitchewtri ON	1	---	.49	.49
4/14	6:56P	519-572-0382	Peak	PlanAllow	Naples FL	Incoming CL	6	---	---	---
4/15	8:22A	734-392-4918	Peak	PlanAllow	Naples FL	Plymouth MI	23	---	---	---
4/15	8:46A	727-244-3581	Peak	M2MAllow	Naples FL	Clearwater FL	2	---	---	---
4/15	8:58A	239-529-5951	Peak	PlanAllow	Immokalee FL	Naples FL	6	---	---	---
4/15	9:38A	239-564-6397	Peak	PlanAllow	Andytown FL	Incoming CL	5	---	---	---
4/15	10:19A	305-797-7309	Peak	PlanAllow	Miami FL	Keys FL	1	---	---	---
4/15	10:20A	888-330-1716	Peak	PlanAllow	Miami FL	Toll-Free CL	1	---	---	---
4/15	2:00P	239-529-5951	Peak	PlanAllow	Miami FL	Naples FL	1	---	---	---
4/15	2:20P	734-392-4918	Peak	PlanAllow	Hialeah FL	Plymouth MI	10	---	---	---
4/15	2:31P	727-244-3581	Peak	M2MAllow	Weston FL	Clearwater FL	4	---	---	---
4/15	2:35P	727-244-3581	Peak	M2MAllow	Lauderhill FL	Incoming CL	14	---	---	---
4/15	2:48P	404-983-3078	Peak	PlanAllow	Immokalee FL	Atlanta GA	2	---	---	---
4/15	2:50P	239-564-6397	Peak	PlanAllow	Immokalee FL	No Naples FL	1	---	---	---
4/15	2:56P	678-925-5346	Peak	PlanAllow	Immokalee FL	Atlanta NE GA	1	---	---	---
4/15	3:09P	248-789-9284	Peak	PlanAllow	Ochopee FL	Southfield MI	1	---	---	---
4/15	3:10P	239-529-5951	Peak	PlanAllow	Ochopee FL	Incoming CL	1	---	---	---
4/15	3:17P	678-925-5346	Peak	PlanAllow	Immokalee FL	Incoming CL	34	---	---	---
4/16	9:33A	305-797-7309	Off-Peak	N&W	Naples FL	Incoming CL	14	---	---	---
4/18	11:35A	817-550-3618	Peak	PlanAllow	Naples FL	Weatherfd TX	2	---	---	---
4/18	2:56P	817-550-3618	Peak	PlanAllow	Fort Myers FL	Weatherfd TX	19	---	---	---
4/18	3:18P	312-768-0727	Peak	PlanAllow	Fort Myers FL	Incoming CL	1	---	---	---
4/18	6:41P	312-768-0727	Peak	PlanAllow	College PD NY	Chicago IL	2	---	---	---
4/18	6:43P	972-809-9645	Peak	M2MAllow	College PD NY	Incoming CL	2	---	---	---
4/18	6:56P	262-215-3850	Peak	PlanAllow	East Elmhu NY	Lakegeneva WI	28	---	---	---
4/18	9:26P	734-392-4918	Off-Peak	N&W	New York NY	Plymouth MI	1	---	---	---
4/18	9:27P	734-392-4918	Off-Peak	N&W	New York NY	Plymouth MI	1	---	---	---



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**Detail for Robert Binish: 972-800-6203**

**Voice, continued**

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
4/18	9:28P	734-392-4918	Off-Peak	N&W	Astoria NY	Incoming CL	13	--	--	--
4/18	9:52P	972-809-9645	Off-Peak	N&W	Queens NY	Incoming CL	9	--	--	--
4/19	8:38A	972-809-9645	Peak	M2MAllow	East Elmhu NY	Grandprari TX	3	--	--	--
4/19	9:13A	305-797-7309	Peak	PlanAllow	East Elmhu NY	Keys FL	6	--	--	--
4/19	9:22A	305-797-7309	Peak	PlanAllow	East Elmhu NY	Incoming CL	1	--	--	--
4/19	2:11P	305-797-7309	Peak	PlanAllow	East Elmhu NY	Keys FL	2	--	--	--
4/19	2:36P	239-529-5951	Peak	PlanAllow	Flushing NY	Naples FL	3	--	--	--
4/19	2:42P	678-925-5346	Peak	PlanAllow	Flushing NY	Incoming CL	9	--	--	--
4/19	6:39P	734-392-4918	Peak	PlanAllow	Atlanta GA	Plymouth MI	1	--	--	--
4/20	10:33A	239-443-3731	Peak	PlanAllow	Naples FL	Incoming CL	1	--	--	--
4/20	10:44A	214-532-6229	Peak	PlanAllow	Naples FL	Grandprari TX	13	--	--	--
4/20	11:50A	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	4	--	--	--
4/20	11:55A	262-215-3850	Peak	PlanAllow	Naples FL	Incoming CL	24	--	--	--
4/20	1:12P	305-797-7309	Peak	PlanAllow	Naples FL	Keys FL	1	--	--	--
4/20	1:23P	678-925-5346	Peak	PlanAllow	Naples FL	Atlanta NE GA	53	--	--	--
4/20	2:27P	800-864-8331	Peak	PlanAllow	Naples FL	Toll-Free CL	16	--	--	--
4/20	2:42P	800-864-8331	Peak	PlanAllow	Naples FL	Toll-Free CL	13	--	--	--
4/20	2:55P	800-864-8331	Peak	PlanAllow	Naples FL	Toll-Free CL	8	--	--	--
4/20	3:15P	972-550-1001	Peak	PlanAllow	Naples FL	Incoming CL	11	--	--	--
4/20	3:40P	404-983-3078	Peak	PlanAllow	Naples FL	Incoming CL	23	--	--	--
4/20	4:47P	305-797-7309	Peak	PlanAllow	Naples FL	Keys FL	1	--	--	--
4/20	4:51P	650-219-7520	Peak	M2MAllow	Naples FL	Ssnfrncsco CA	1	--	--	--
4/20	5:46P	305-797-7309	Peak	PlanAllow	Naples FL	Incoming CL	16	--	--	--
4/21	1:30P	972-809-9645	Peak	M2MAllow	Humble TX	Grandprari TX	2	--	--	--
4/21	1:31P	650-219-7520	Peak	M2MAllow	Humble TX	Ssnfrncsco CA	1	--	--	--
4/21	4:39P	239-529-5951	Peak	PlanAllow	Houston TX	Naples FL	9	--	--	--
4/21	4:48P	519-572-0382	Peak	PlanAllow	Houston TX	Kitchewtri ON	15	--	7.35	7.35
4/21	5:11P	612-418-6740	Peak	M2MAllow	Houston TX	Minneapolis MN	3	--	--	--
4/21	5:14P	678-925-5346	Peak	PlanAllow	Houston TX	Atlanta NE GA	17	--	--	--
4/21	6:03P	239-393-6800	Peak	PlanAllow	Houston TX	Marco Is FL	2	--	--	--
4/22	9:50A	305-797-7309	Peak	PlanAllow	Naples FL	Keys FL	4	--	--	--
4/22	9:58A	305-979-9662	Peak	PlanAllow	Naples FL	Miami FL	15	--	--	--
4/22	10:40A	262-215-3850	Peak	PlanAllow	Naples FL	Incoming CL	26	--	--	--
4/22	11:12A	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	2	--	--	--
4/22	12:29P	888-330-1716	Peak	PlanAllow	Naples FL	Toll-Free CL	24	--	--	--
4/22	4:34P	305-797-7309	Peak	PlanAllow	Naples FL	Keys FL	1	--	--	--
4/22	4:35P	239-564-6397	Peak	PlanAllow	Naples FL	No Naples FL	1	--	--	--
4/22	4:36P	678-925-5346	Peak	PlanAllow	Naples FL	Atlanta NE GA	1	--	--	--
4/22	4:39P	305-797-7309	Peak	PlanAllow	Naples FL	Keys FL	3	--	--	--
4/22	5:46P	519-572-0382	Peak	PlanAllow	Naples FL	Incoming CL	27	--	--	--
4/22	6:13P	262-215-3850	Peak	PlanAllow	Naples FL	Lakegeneva WI	13	--	--	--
4/23	12:00P	239-564-6397	Off-Peak	N&W	Naples FL	No Naples FL	2	--	--	--
4/23	12:23P	972-809-9645	Off-Peak	N&W	Naples FL	Grandprari TX	2	--	--	--
4/23	12:38P	972-809-9645	Off-Peak	N&W	Naples FL	Incoming CL	1	--	--	--
4/24	2:00P	305-797-7309	Off-Peak	N&W	Estero FL	Incoming CL	1	--	--	--



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**Detail for Robert Binish: 972-800-6203**

**Voice, continued**

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
4/24	6:55P	239-529-5951	Off-Peak	N&W	Estero FL	Naples FL	2	--	--	--
4/25	11:13A	310-487-2308	Peak	PlanAllow	Naples FL	Incoming CL	9	--	--	--
4/25	12:18P	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	4	--	--	--
4/25	12:28P	972-375-0812	Peak	PlanAllow	Naples FL	Incoming CL	1	--	--	--
4/25	4:10P	954-931-3816	Peak	PlanAllow	Naples FL	FtLauderdl FL	3	--	--	--
4/25	4:14P	972-375-0812	Peak	PlanAllow	Naples FL	Grandprarl TX	1	--	--	--
4/25	4:15P	972-375-0812	Peak	PlanAllow	Naples FL	Grandprarl TX	1	--	--	--
4/25	4:45P	239-207-5760	Peak	M2MAllow	Naples FL	Naples FL	6	--	--	--
4/26	7:46A	404-983-3078	Peak	PlanAllow	Immokalee FL	Incoming CL	2	--	--	--
4/26	8:08A	678-925-5346	Peak	PlanAllow	Immokalee FL	Incoming CL	8	--	--	--
4/26	8:17A	678-925-5346	Peak	PlanAllow	Immokalee FL	Atlanta NE GA	15	--	--	--
4/26	8:32A	239-529-5951	Peak	PlanAllow	Weston FL	Naples FL	4	--	--	--
4/26	8:44A	305-797-7309	Peak	PlanAllow	Pennsuco FL	Keys FL	10	--	--	--
4/26	8:55A	612-418-6740	Peak	M2MAllow	Pennsuco FL	Minneapolis MN	4	--	--	--
4/26	9:09A	727-244-3581	Peak	M2MAllow	Miami FL	Clearwater FL	1	--	--	--
4/26	9:24A	678-925-5346	Peak	PlanAllow	Miami FL	Incoming CL	3	--	--	--
4/26	11:52A	786-376-1232	Peak	PlanAllow	Miami FL	Incoming CL	4	--	--	--
4/26	4:17P	262-215-3850	Peak	PlanAllow	Miami FL	Incoming CL	8	--	--	--
4/26	6:00P	239-529-5951	Peak	PlanAllow	Miami FL	Naples FL	5	--	--	--
4/26	9:28P	239-529-5951	Off-Peak	N&W	Miami FL	Naples FL	1	--	--	--
4/26	9:28P	239-529-5951	Off-Peak	N&W	Miami FL	Naples FL	1	--	--	--
4/26	9:28P	972-809-9645	Off-Peak	N&W	Miami FL	VM Deposit CL	2	--	--	--
4/26	9:28P	239-529-5951	Off-Peak	N&W,CallWait	Miami FL	Incoming CL	3	--	--	--
4/27	12:04P	239-529-5951	Peak	PlanAllow	Miami FL	Naples FL	3	--	--	--
4/27	1:49P	773-948-6632	Peak	PlanAllow	Medley FL	Chicago IL	1	--	--	--
4/27	1:50P	734-392-4918	Peak	PlanAllow	Medley FL	Plymouth MI	33	--	--	--
4/27	2:23P	519-572-0382	Peak	PlanAllow	Andytown FL	Kitchewtri ON	48	--	23.52	23.52
4/27	3:11P	727-244-3581	Peak	M2MAllow	Naples FL	Clearwater FL	11	--	--	--
4/27	3:25P	678-925-5346	Peak	PlanAllow	Naples FL	Atlanta NE GA	2	--	--	--
4/28	9:10A	239-529-5951	Peak	PlanAllow	Naples FL	Naples FL	2	--	--	--
4/28	4:46P	239-529-5951	Peak	PlanAllow	Naples FL	Naples FL	3	--	--	--
4/29	11:58A	727-244-3581	Peak	M2MAllow	Naples FL	Clearwater FL	17	--	--	--
4/29	3:14P	239-529-5951	Peak	PlanAllow	Naples FL	Naples FL	4	--	--	--
4/29	3:17P	678-925-5346	Peak	PlanAllow	Naples FL	Atlanta NE GA	1	--	--	--
4/29	3:45P	239-529-5951	Peak	PlanAllow	Naples FL	Incoming CL	3	--	--	--
4/29	4:51P	678-925-5346	Peak	PlanAllow	Naples FL	Incoming CL	9	--	--	--
4/29	5:34P	773-491-8262	Peak	M2MAllow	Naples FL	Chicago IL	25	--	--	--
4/29	7:02P	239-529-5951	Peak	PlanAllow	Naples FL	Naples FL	1	--	--	--
4/29	7:08P	312-209-8300	Peak	M2MAllow	Naples FL	Northbrook IL	1	--	--	--
4/29	7:09P	305-797-7309	Peak	PlanAllow	Naples FL	Keys FL	1	--	--	--
5/02	12:28P	972-809-9645	Peak	M2MAllow	Naples FL	VM Deposit CL	1	--	--	--
5/02	12:41P	972-809-9645	Peak	M2MAllow	Naples FL	VM Deposit CL	1	--	--	--
5/02	12:42P	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	1	--	--	--
5/02	1:23P	678-925-5346	Peak	PlanAllow	Naples FL	Atlanta NE GA	3	--	--	--
5/02	5:36P	519-572-0382	Peak	PlanAllow	Naples FL	Incoming CL	8	--	--	--



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Detail for Robert Binish: 972-800-6203

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/02	5:45P	262-215-3850	Peak	PlanAllow	Naples FL	Incoming CL	8	--	--	--
5/03	9:07A	305-797-7309	Peak	PlanAllow	Naples FL	Keys FL	16	--	--	--
5/03	9:26A	727-244-3581	Peak	M2MAllow	Naples FL	Incoming CL	15	--	--	--
5/03	9:41A	305-797-7309	Peak	PlanAllow	Naples FL	Keys FL	2	--	--	--
5/03	9:46A	305-797-7309	Peak	PlanAllow	Naples FL	Keys FL	2	--	--	--
5/03	10:59A	303-342-4901	Peak	PlanAllow	Naples FL	Aurora CO	66	--	--	--
5/03	12:04P	972-809-9645	Peak	M2MAllow	Naples FL	Grandprari TX	1	--	--	--
5/03	12:17P	305-797-7309	Peak	PlanAllow	Naples FL	Keys FL	6	--	--	--
5/03	5:27P	972-809-9645	Peak	M2MAllow	Naples FL	Grandprari TX	2	--	--	--
5/03	5:30P	678-925-5346	Peak	PlanAllow	Naples FL	Atlanta NE GA	1	--	--	--
5/03	5:31P	678-925-5346	Peak	PlanAllow	Naples FL	Incoming CL	6	--	--	--
5/03	5:39P	206-919-7228	Peak	M2MAllow	Naples FL	Seattle WA	8	--	--	--
5/03	5:46P	972-809-9645	Peak	M2MAllow	Naples FL	Grandprari TX	2	--	--	--
5/04	9:01A	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	2	--	--	--
5/04	9:43A	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	6	--	--	--
5/04	5:04P	239-529-5951	Peak	PlanAllow	Naples FL	Naples FL	2	--	--	--
5/04	5:08P	727-244-3581	Peak	M2MAllow	Naples FL	Clearwater FL	11	--	--	--
5/05	9:29A	239-529-5951	Peak	PlanAllow	Naples FL	Naples FL	2	--	--	--
5/05	11:25A	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	4	--	--	--
5/05	11:29A	734-392-4918	Peak	PlanAllow	Naples FL	Incoming CL	4	--	--	--
5/05	12:06P	305-797-7309	Peak	PlanAllow	Naples FL	Keys FL	4	--	--	--
5/05	4:15P	972-809-9645	Peak	M2MAllow	Naples FL	Grandprari TX	2	--	--	--
5/05	6:08P	727-244-3581	Peak	M2MAllow	Naples FL	Clearwater FL	11	--	--	--
5/06	12:13P	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	7	--	--	--
5/06	1:45P	954-292-0603	Peak	PlanAllow	Naples FL	FtLauderdl FL	1	--	--	--
5/06	4:01P	678-925-5346	Peak	PlanAllow	Naples FL	Incoming CL	1	--	--	--
5/06	4:02P	678-925-5346	Peak	PlanAllow	Naples FL	Incoming CL	23	--	--	--
5/06	4:28P	248-789-9284	Peak	PlanAllow	Naples FL	Southfield MI	1	--	--	--
5/06	4:28P	519-572-0382	Peak	PlanAllow	Naples FL	Kitchewtri ON	1	--	.49	.49
5/06	4:29P	727-244-3581	Peak	M2MAllow	Naples FL	Clearwater FL	17	--	--	--
5/06	4:45P	305-797-7309	Peak	PlanAllow	Naples FL	Keys FL	3	--	--	--
5/06	5:32P	972-809-9645	Peak	M2MAllow	Naples FL	Grandprari TX	3	--	--	--
5/06	5:35P	248-789-9284	Peak	PlanAllow	Naples FL	Southfield MI	1	--	--	--
5/06	11:39P	972-809-9645	Off-Peak	N&W	Naples FL	Incoming CL	1	--	--	--
5/06	11:40P	972-809-9645	Off-Peak	N&W	Naples FL	Incoming CL	1	--	--	--
5/06	11:43P	972-809-9645	Off-Peak	N&W	Naples FL	Incoming CL	2	--	--	--
5/07	12:13P	972-809-9645	Off-Peak	N&W	Naples FL	Grandprari TX	3	--	--	--
5/07	10:03P	972-809-9645	Off-Peak	N&W	Naples FL	Incoming CL	2	--	--	--



**CELLULAR TELEPHONE BILL ALLOCATION**

Robert Binish

Period 04.08.2016 to 05.07.2016  
 Number : 972-800-6203

Date	Time	Number	Destination	Minutes	Charges	Allocation
4/12/2016	8:51AM	734-392-4918	Plymouth MI	1	--	533
4/12/2016	8:52AM	734-392-4918	Plymouth MI	3	--	533
4/13/2016	3:04PM	734-392-4918	Incoming CL	4	--	533
4/13/2016	3:34PM	734-392-4918	Plymouth MI	9	--	533
4/13/2016	4:59PM	734-392-4918	Plymouth MI	9	--	533
4/15/2016	8:22AM	734-392-4918	Plymouth MI	23	--	533
4/15/2016	2:20PM	734-392-4918	Plymouth MI	10	--	533
4/18/2016	9:26PM	734-392-4918	Plymouth MI	1	--	533
4/18/2016	9:27PM	734-392-4918	Plymouth MI	1	--	533
4/18/2016	9:28PM	734-392-4918	Incoming CL	13	--	533
4/19/2016	6:39PM	734-392-4918	Plymouth MI	1	--	533
4/27/2016	1:50PM	734-392-4918	Plymouth MI	33	--	533
5/5/2016	11:29AM	734-392-4918	Incoming CL	4	--	533
4/13/2016	2:29PM	888-585-9008	Toll-Free CL	32	--	533
5/6/2016	1:45PM	954-292-0603	Ftlauderd FL	1	--	533
4/12/2016	5:34PM	954-931-3816	Ftlauderd FL	6	--	533
4/25/2016	4:10PM	954-931-3816	Ftlauderd FL	3	--	533
<b>TOTAL PROJECT 533</b>				<b>251</b>	<b>\$ -</b>	
<b>PROJECT 541</b>						
4/12/2016	8:57AM	239-564-6397	No Naples FL	1	--	541
4/15/2016	9:38AM	239-564-6397	Incoming CL	5	--	541
4/15/2016	2:50PM	239-564-6397	No Naples FL	1	--	541
4/22/2016	4:35PM	239-564-6397	No Naples FL	1	--	541
4/23/2016	12:00PM	239-564-6397	No Naples FL	2	--	541
4/8/2016	8:50AM	248-789-9284	Southfield MI	19	--	541
4/15/2016	3:09PM	248-789-9284	Southfield MI	1	--	541
5/6/2016	4:28PM	248-789-9284	Southfield MI	1	--	541
5/6/2016	5:35PM	248-789-9284	Southfield MI	1	--	541
4/9/2016	11:36AM	305-797-7309	Keys FL	14	--	541
4/11/2016	8:37AM	305-797-7309	Incoming CL	5	--	541
4/12/2016	9:15AM	305-797-7309	Keys FL	1	--	541
4/12/2016	12:15PM	305-797-7309	Keys FL	1	--	541
4/13/2016	8:34AM	305-797-7309	Incoming CL	8	--	541
4/13/2016	11:24AM	305-797-7309	Keys FL	1	--	541
4/13/2016	4:42PM	305-797-7309	Keys FL	3	--	541
4/14/2016	5:08PM	305-797-7309	Keys FL	1	--	541
4/15/2016	10:19AM	305-797-7309	Keys FL	1	--	541
4/16/2016	9:33AM	305-797-7309	Incoming CL	14	--	541
4/19/2016	9:13AM	305-797-7309	Keys FL	6	--	541
4/19/2016	9:22AM	305-797-7309	Incoming CL	1	--	541

**CELLULAR TELEPHONE BILL ALLOCATION**

Robert Binish

Period 04.08.2016 to 05.07.2016  
Number : 972-800-6203

Date	Time	Number	Destination	Minutes	Charges	Allocation
4/19/2016	2:11PM	305-797-7309	Keys FL	2	--	541
4/20/2016	1:12PM	305-797-7309	Keys FL	1	--	541
4/20/2016	4:47PM	305-797-7309	Keys FL	1	--	541
4/20/2016	5:46PM	305-797-7309	Incoming CL	16	--	541
4/22/2016	9:50AM	305-797-7309	Keys FL	4	--	541
4/22/2016	4:34PM	305-797-7309	Keys FL	1	--	541
4/22/2016	4:39PM	305-797-7309	Keys FL	3	--	541
4/24/2016	2:00PM	305-797-7309	Incoming CL	1	--	541
4/26/2016	8:44AM	305-797-7309	Keys FL	10	--	541
4/29/2016	7:09PM	305-797-7309	Keys FL	1	--	541
5/3/2016	9:07AM	305-797-7309	Keys FL	16	--	541
5/3/2016	9:41AM	305-797-7309	Keys FL	2	--	541
5/3/2016	9:46AM	305-797-7309	Keys FL	2	--	541
5/3/2016	12:17PM	305-797-7309	Keys FL	6	--	541
5/5/2016	12:06PM	305-797-7309	Keys FL	4	--	541
5/6/2016	4:45PM	305-797-7309	Keys FL	3	--	541
4/22/2016	9:58AM	305-979-9662	Miami FL	15	--	541
4/12/2016	9:39AM	404-983-3078	Atlanta GA	1	--	541
4/12/2016	2:01PM	404-983-3078	Incoming CL	5	--	541
4/12/2016	6:11PM	404-983-3078	Incoming CL	1	--	541
4/13/2016	4:44PM	404-983-3078	Atlanta GA	11	--	541
4/15/2016	2:48PM	404-983-3078	Atlanta GA	2	--	541
4/20/2016	3:40PM	404-983-3078	Incoming CL	23	--	541
4/26/2016	7:46AM	404-983-3078	Incoming CL	2	--	541
4/11/2016	4:54PM	727-244-3581	Clearwater FL	9	--	541
4/12/2016	12:13PM	727-244-3581	Clearwater FL	1	--	541
4/12/2016	5:10PM	727-244-3581	Incoming CL	4	--	541
4/13/2016	5:08PM	727-244-3581	Clearwater FL	1	--	541
4/15/2016	8:46AM	727-244-3581	Clearwater FL	2	--	541
4/15/2016	2:31PM	727-244-3581	Clearwater FL	4	--	541
4/15/2016	2:35PM	727-244-3581	Incoming CL	14	--	541
4/26/2016	9:09AM	727-244-3581	Clearwater FL	1	--	541
4/27/2016	3:11PM	727-244-3581	Clearwater FL	11	--	541
4/29/2016	11:58AM	727-244-3581	Clearwater FL	17	--	541
5/3/2016	9:26AM	727-244-3581	Incoming CL	15	--	541
5/4/2016	5:08PM	727-244-3581	Clearwater FL	11	--	541
5/5/2016	6:08PM	727-244-3581	Clearwater FL	11	--	541
5/6/2016	4:29PM	727-244-3581	Clearwater FL	17	--	541
4/26/2016	11:52AM	786-376-1232	Incoming CL	4	--	541
4/20/2016	2:27PM	800-864-8331	Toll-Free CL	16	--	541
4/20/2016	2:42PM	800-864-8331	Toll-Free CL	13	--	541

**CELLULAR TELEPHONE BILL ALLOCATION**

Robert Binish

Period 04.08.2016 to 05.07.2016  
 Number : 972-800-6203

Date	Time	Number	Destination	Minutes	Charges	Allocation
4/20/2016	2:55PM	800-864-8331	Toll-Free CL	8	--	541
<b>TOTAL PROJECT 541</b>				<b>380</b>	<b>\$ -</b>	
<b>PROJECT 671</b>						
4/18/2016	6:56PM	262-215-3850	Lakegeneva WI	28	--	671
4/20/2016	11:55AM	262-215-3850	Incoming CL	24	--	671
4/22/2016	10:40AM	262-215-3850	Incoming CL	26	--	671
4/22/2016	6:13PM	262-215-3850	Lakegeneva WI	13	--	671
4/26/2016	4:17PM	262-215-3850	Incoming CL	8	--	671
5/2/2016	5:45PM	262-215-3850	Incoming CL	8	--	671
4/14/2016	10:29AM	888-330-1716	Toll-Free CL	1	--	671
4/15/2016	10:20AM	888-330-1716	Toll-Free CL	1	--	671
4/22/2016	12:29PM	888-330-1716	Toll-Free CL	24	--	671
<b>TOTAL PROJECT 671</b>				<b>133</b>	<b>\$ -</b>	
<b>MARKETING</b>						
4/20/2016	10:44AM	214-532-6229	Grandprari TX	13	--	M
4/25/2016	4:45PM	239-207-5760	Naples FL	6	--	M
4/8/2016	4:55PM	519-572-0382	Incoming CL	26	--	M
4/12/2016	4:03PM	519-572-0382	Incoming CL	1	--	M
4/12/2016	4:04PM	519-572-0382	Kitchewtrl ON	41	\$ 20.09	M
4/12/2016	6:10PM	519-572-0382	Kitchewtrl ON	2	\$ 0.49	M
4/13/2016	1:38PM	519-572-0382	Kitchewtrl ON	1	\$ 0.49	M
4/13/2016	3:13PM	519-572-0382	Incoming CL	15	--	M
4/14/2016	6:55PM	519-572-0382	Kitchewtrl ON	1	\$ 0.49	M
4/14/2016	6:56PM	519-572-0382	Incoming CL	6	--	M
4/21/2016	4:48PM	519-572-0382	Kitchewtrl ON	15	\$ 7.35	M
4/22/2016	5:46PM	519-572-0382	Incoming CL	27	--	M
4/27/2016	2:23PM	519-572-0382	Kitchewtrl ON	48	\$ 23.52	M
5/2/2016	5:36PM	519-572-0382	Incoming CL	8	--	M
5/6/2016	4:28PM	519-572-0382	Kitchewtrl ON	1	\$ 0.49	M
4/15/2016	3:17PM	678-925-5346	Incoming CL	34	--	M
4/19/2016	2:42PM	678-925-5346	Incoming CL	9	--	M
4/20/2016	1:23PM	678-925-5346	Atlanta NE GA	53	--	M
4/21/2016	5:14PM	678-925-5346	Atlanta NE GA	17	--	M
4/22/2016	4:36PM	678-925-5346	Atlanta NE GA	1	--	M
4/26/2016	8:08AM	678-925-5346	Incoming CL	8	--	M
4/26/2016	8:17AM	678-925-5346	Atlanta NE GA	15	--	M
4/26/2016	9:24AM	678-925-5346	Incoming CL	3	--	M
4/27/2016	3:25PM	678-925-5346	Atlanta NE GA	2	--	M
4/29/2016	3:17PM	678-925-5346	Atlanta NE GA	1	--	M

### Mobile Phone Charges

Employee: **Robert G. Binish**

Invoice Date: 03.08.2016 to 04.07.2016

Mobile Phone No: 972.800.6203

Invoice Amount: \$100.00 Account Charges and Credits  
 \$76.67 Charges, Surcharges, and Taxes  
\$7.84 Airtime Charges  
**\$184.51 Total**

CLIENT	Telephone Usage	Percent Allocated	ProRate Charges	Airtime Charges	COST(include Tax)
	Minutes			Actual	
<b>MINUTES</b>					
389 - LAX IBIT CBIS	171	14.70%	\$25.98		\$25.98
541 - MIA CBIS	245	21.07%	\$37.22		\$37.22
671 - UA B2020	0	0.00%	\$0.00		\$0.00
162 - DEN	93	8.00%	\$14.13		\$14.13
375 - MDW BHS	114	9.80%	\$17.32		\$17.32
533 - FLL CBIS	185	15.91%	\$28.10		\$28.10
574 - LGA CTB	0	0.00%	\$0.00		\$0.00
374 - PBI	0	0.00%	\$0.00		\$0.00
245 - SFO	0	0.00%	\$0.00		\$0.00
425 - Marketing/Admin.	207	17.80%	\$31.45	\$7.84	\$39.29
					\$0.00
Personal	<u>148</u>	12.73%	<u>\$22.48</u>	<u>\$0.00</u>	\$22.48
	1163	<b>Total</b>	<b>\$176.67</b>	<b>\$7.84</b>	<b>\$184.51</b>
totals					<b>\$184.51</b>

Personal	\$22.48
Chargeable to 389	\$25.98
Chargeable to 541	\$37.22
Chargeable to 671	\$0.00
Chargeable to 162	\$14.13
Chargeable to 375	\$17.32
Admin/Marketing	\$39.29
Chargeable to 533	\$28.10
Chargeable to 574	\$0.00
Chargeable to 374	\$0.00
Chargeable to 245	<u>\$0.00</u>
<b>Billable</b>	<b><u>\$162.03</u></b>
<b>Total</b>	<b>\$184.51</b>



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Get Minutes Used	Get Data Used	Get Balance
#MIN + SEND	#DATA + SEND	#BAL + SEND

### Payments

<b>Previous Balance</b>	<b>\$394.39</b>
Payment – Thank You	
Payment Received 04/01/16	-394.39
<b>Total Payments</b>	<b>-\$394.39</b>
<b>Balance Forward</b>	<b>\$0.00</b>

### Account Charges and Credits

#### Account Monthly Charges

The Verizon Plan XX Large 18GB	04/08 – 05/07	100.00
<b>Subtotal</b>		<b>\$100.00</b>
<b>Total Account Charges and Credits</b>		<b>\$100.00</b>

Written notations included with or on your payment will not be reviewed or honored. Please send correspondence to:  
**Verizon Wireless Attn: Correspondence Team PO Box 5029 Wallingford, CT 06492**

**Automatic Payment Enrollment for Account: 480497764-00001 ROBERT BINISH**

By signing below, you authorize Verizon Wireless to electronically debit your bank account each month for the total balance due on your account. The check you send will be used to setup Automatic Payment. You will be notified each month of the date and amount of the debit 10 days in advance of the payment. I understand and accept these terms. This agreement does not alter the terms of your existing Customer Agreement. I agree that Verizon Wireless is not liable for erroneous bill statements or incorrect debits to my account. To withdraw your authorization you must call Verizon Wireless. Check with your bank for any charges.

1. Check this box.
2. Sign name in box below, as shown on the bill and date.
3. Return this slip with your payment. Do not send a voided check.






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**Summary for Robert Binish: 972-800-6203 (Includes Plan Change)**

**Your Plan**

The Verizon Plan XX Large 18GB  
 (see pg 3)

**International**

Intl Trvl 100MB/100Min/100MSG  
 \$40.00 monthly charge (Countries in the Plan)  
 \$.25 per min after allowance  
 \$.25 per messages sent after allowance  
 \$25.00 per 100 MB after allowance  
 Intl rates vary for pay-as-you-go countries  
 See vzw.com/intl-travel/

**Monthly Charges**

**New Plan**

~~Intl Trvl 100MB/100Min/100MSG 03/08 - 04/07 40.00~~  
 \$40.00 per month / full month on new plan

**Month in Advance**

Smartphone Line Access 04/08 - 05/07 20.00  
~~Intl Trvl 100MB/100Min/100MSG 04/08 - 05/07 40.00~~  
 Ringback Tones 04/08 - 05/07 .99

These are the normal monthly charges billed in advance.

**\$100.99**

**Equipment Charges**

Device Payment Agreement 1109122327 - Payment 4 of 24 31.66  
 Paid 95.13  
 Past Due .00  
 Balance (after this month's current payment) 633.20

**\$31.66**

**Usage and Purchase Charges**

Voice	Allowance	Used	Billable	Cost
Shared <i>minutes</i>	unlimited	954	--	--
Mobile to Mobile <i>minutes</i>	unlimited	202	--	--
Night/Weekend <i>minutes</i>	unlimited	7	--	--
Long Distance - Verizon Wireless				7.84
<b>Total Voice</b>				<b>\$7.84</b>

**Messaging**

Text, Picture & Video <i>messages</i>	unlimited	193	--	--
<b>Total Messaging</b>				<b>\$0.00</b>

**Data**

Gigabyte Usage <i>gigabytes</i>	18.000 (shared)	2.564	--	--
Data Promo (12/18/15) - Bonus Data 2GB/MO <i>gigabytes</i>	2.000 (shared)	.324	--	--
Data Promo (12/18/15) - Bonus Data 2GB/MO <i>gigabytes</i>	2.000 (shared)	.298	--	--
<b>Total Data</b>				<b>\$0.00</b>

**International**

**Usage While Traveling Outside the US (Plan)**

Travelpass	Allowance	Used	Billable	Cost
<i>messages</i>	unlimited	24	--	--
03/12 Travelpass - Germany				\$10.00
03/15 Travelpass - Germany				\$10.00
03/17 - 03/18 Travelpass - Germany (\$10.00 Per Day)				\$20.00
03/22 Travelpass - Czech Republic				\$10.00



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### Usage and Purchase Charges, continued

International	Allowance	Used	Billable	Cost
03/25 Travelpass - Germany				\$10.00
<b>Total International</b>				<b>\$60.00</b>
<b>Total Usage and Purchase Charges</b>				<b>\$67.84</b>
<b>Verizon Wireless' Surcharges+</b>				
Fed Universal Service Charge				3.03
Regulatory Charge				.21
Administrative Charge				1.23
				<b>\$4.47</b>
<b>Taxes, Governmental Surcharges and Fees+</b>				
FL State 911 Fee				.40
FL Communications Service Tax				6.09
Collier Cnty Comm Srvc Tax				1.72
				<b>\$8.21</b>
<b>Total Current Charges for 972-800-6203</b>				<b>\$213.17</b>

+Percentage-based taxes, fees, and surcharges apply to charges for this line, including overage charges, plus this line's share of account charges.

### Detail for Robert Binish: 972-800-6203

#### Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/08	8:23A	734-392-4918	Peak	PlanAllow	Medley FL	Plymouth MI	53	---	---	---
3/08	11:45A	305-797-7309	Peak	PlanAllow	Doral FL	Incoming CL	1	---	---	---
3/08	1:04P	734-392-4918	Peak	PlanAllow	Miami FL	Plymouth MI	5	---	---	---
3/08	1:59P	239-529-5951	Peak	PlanAllow	Miami FL	Naples FL	3	---	---	---
3/08	2:01P	239-529-5951	Peak	PlanAllow	Miami FL	Naples FL	8	---	---	---
3/08	2:12P	972-232-4153	Peak	PlanAllow	Miami FL	Incoming CL	1	---	---	---
3/08	3:02P	519-572-0382	Peak	PlanAllow	Miami FL	Incoming CL	4	---	---	---
3/08	4:45P	239-529-5951	Peak	PlanAllow	Miami FL	Naples FL	1	---	---	---
3/08	4:47P	519-572-0382	Peak	PlanAllow	Miami FL	Kitchewtri ON	1	---	.49	.49
3/08	5:01P	305-797-7309	Peak	PlanAllow	Miami FL	Keys FL	1	---	---	---
3/08	5:12P	239-564-6397	Peak	PlanAllow	Pennsuco FL	No Naples FL	1	---	---	---
3/08	5:16P	727-244-3581	Peak	M2MAllow	Pennsuco FL	Clearwater FL	5	---	---	---
3/08	5:21P	239-262-0010	Peak	PlanAllow	Pembroke P FL	Naples FL	2	---	---	---
3/08	5:22P	305-797-7309	Peak	PlanAllow	Pembroke P FL	Keys FL	1	---	---	---
3/08	5:24P	734-392-4918	Peak	PlanAllow	Pembroke P FL	Incoming CL	5	---	---	---
3/08	5:28P	972-809-9645	Peak	M2MAllow	Weston FL	Grandprari TX	3	---	---	---
3/08	5:31P	305-797-7309	Peak	PlanAllow	Lauderhill FL	Keys FL	1	---	---	---
3/08	6:07P	519-572-0382	Peak	PlanAllow	Ochopea FL	Incoming CL	22	---	---	---
3/08	6:48P	678-925-5346	Peak	PlanAllow	Naples FL	Incoming CL	11	---	---	---
3/08	6:59P	214-532-6229	Peak	PlanAllow	Naples FL	Incoming CL	4	---	---	---
3/09	8:06A	734-392-4918	Peak	PlanAllow	Weston FL	Incoming CL	61	---	---	---



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**Detail for Robert Binish: 972-800-6203**

**Voice, continued**

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dis/ Other Chgs	Total
3/09	9:06A	305-992-3665	Peak	PlanAllow,CallWait	Miami FL	Incoming CL	3	--	--	--
3/09	9:09A	305-797-7309	Peak	PlanAllow	Miami FL	Keys FL	1	--	--	--
3/09	9:10A	239-529-5951	Peak	PlanAllow	Miami FL	Naples FL	4	--	--	--
3/09	9:15A	305-992-3665	Peak	PlanAllow	Miami FL	Miami FL	1	--	--	--
3/09	9:28A	305-797-7309	Peak	PlanAllow	Miami FL	Incoming CL	8	--	--	--
3/09	12:23P	817-946-9025	Peak	PlanAllow	Miami FL	Arlington TX	1	--	--	--
3/09	4:34P	305-797-7309	Peak	PlanAllow	Miami FL	Keys FL	1	--	--	--
3/09	5:02P	305-797-7309	Peak	PlanAllow	Miami FL	Incoming CL	2	--	--	--
3/09	5:35P	972-809-9645	Peak	M2MAllow	Miami FL	Grandprari TX	1	--	--	--
3/09	5:36P	239-529-5951	Peak	PlanAllow	Miami FL	Naples FL	6	--	--	--
3/09	7:34P	239-529-5951	Peak	PlanAllow	Miami FL	Naples FL	2	--	--	--
3/09	7:49P	972-232-4153	Peak	PlanAllow	Hialeah FL	Incoming CL	1	--	--	--
3/10	8:35A	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	4	--	--	--
3/10	9:09A	678-925-5346	Peak	PlanAllow	Naples FL	Incoming CL	39	--	--	--
3/10	9:58A	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	6	--	--	--
3/10	10:04A	239-262-0010	Peak	PlanAllow	Naples FL	Naples FL	1	--	--	--
3/10	10:05A	239-564-6397	Peak	PlanAllow	Naples FL	No Naples FL	2	--	--	--
3/10	10:05A	239-564-6397	Peak	PlanAllow,CallWait	Naples FL	Incoming CL	8	--	--	--
3/10	12:54P	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	5	--	--	--
3/10	2:12P	239-529-5951	Peak	PlanAllow	Naples FL	Incoming CL	3	--	--	--
3/10	2:45P	239-529-5951	Peak	PlanAllow	Naples FL	Incoming CL	5	--	--	--
3/10	3:37P	972-877-0516	Peak	PlanAllow	Naples FL	Grandprari TX	5	--	--	--
3/10	3:45P	239-529-5951	Peak	PlanAllow	Naples FL	Naples FL	3	--	--	--
3/10	5:02P	519-572-0382	Peak	PlanAllow	Naples FL	Incoming CL	38	--	--	--
3/10	5:44P	954-931-3816	Peak	PlanAllow	Naples FL	Incoming CL	12	--	--	--
3/10	5:59P	519-572-0382	Peak	PlanAllow	Naples FL	Kitchewtri ON	1	--	.49	.49
3/10	8:06P	519-572-0382	Peak	PlanAllow	Naples FL	Incoming CL	3	--	--	--
3/11	11:04A	305-797-7309	Peak	PlanAllow	Fort Myers FL	Keys FL	1	--	--	--
3/11	11:12A	305-797-7309	Peak	PlanAllow	Fort Myers FL	Incoming CL	2	--	--	--
3/15	2:34P	972-809-9645	Peak	PlanAllow,TravelPass	Germany / ZZ	Grandprari TX	1	--	--	--
3/17	11:20A	305-797-7309	Peak	PlanAllow,TravelPass	Germany / ZZ	Incoming CL	1	--	--	--
3/17	11:27A	305-797-7309	Peak	PlanAllow,TravelPass	Germany / ZZ	Keys FL	1	--	--	--
3/17	11:31A	305-797-7309	Peak	PlanAllow,TravelPass	Germany / ZZ	Keys FL	1	--	--	--
3/17	4:14P	305-797-7309	Peak	PlanAllow,TravelPass	Germany / ZZ	Keys FL	1	--	--	--
3/18	1:28P	678-925-5346	Peak	PlanAllow,TravelPass	Germany / ZZ	Atlanta NE GA	2	--	--	--
3/25	9:02P	972-790-8990	Peak	PlanAllow,TravelPass	Germany / ZZ	Irving TX	2	--	--	--
3/28	9:42A	305-797-7309	Peak	PlanAllow	Naples FL	Incoming CL	2	--	--	--
3/28	9:44A	404-715-6967	Peak	PlanAllow	Naples FL	Incoming CL	65	--	--	--
3/28	10:49A	773-447-8119	Peak	M2MAllow	Naples FL	Chicago IL	19	--	--	--
3/28	11:08A	773-447-8119	Peak	M2MAllow	Naples FL	Incoming CL	8	--	--	--
3/28	11:16A	773-447-8119	Peak	M2MAllow	Naples FL	Incoming CL	11	--	--	--
3/28	4:35P	734-392-4918	Peak	PlanAllow	Naples FL	Incoming CL	6	--	--	--
3/28	5:14P	678-925-5346	Peak	PlanAllow	Naples FL	Atlanta NE GA	1	--	--	--
3/28	5:15P	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	2	--	--	--
3/28	5:29P	678-925-5346	Peak	PlanAllow	Naples FL	Incoming CL	16	--	--	--





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**Detail for Robert Binish: 972-800-6203**

**Voice, continued**

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/29	9:11A	519-572-0382	Peak	PlanAllow	Naples FL	Incoming CL	48	---	---	---
3/29	1:34P	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	3	---	---	---
3/29	2:47P	954-359-1372	Peak	PlanAllow	Naples FL	Incoming CL	2	---	---	---
3/29	4:07P	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	2	---	---	---
3/29	4:34P	303-839-2995	Peak	PlanAllow	Naples FL	Denver CO	14	---	---	---
3/29	4:53P	678-925-5346	Peak	PlanAllow	Naples FL	Incoming CL	21	---	---	---
3/29	5:20P	239-529-5951	Peak	PlanAllow	Naples FL	Naples FL	1	---	---	---
3/29	5:22P	519-572-0382	Peak	PlanAllow	Naples FL	Kitchewtri ON	1	---	.49	.49
3/29	5:24P	972-550-1001	Peak	PlanAllow	Naples FL	Irving TX	1	---	---	---
3/29	5:24P	214-470-5139	Peak	PlanAllow	Naples FL	Grandprari TX	2	---	---	---
3/29	6:31P	239-529-5951	Peak	PlanAllow	Naples FL	Naples FL	1	---	---	---
3/30	8:36A	727-244-3581	Peak	M2MAllow	Naples FL	Clearwater FL	14	---	---	---
3/30	9:00A	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	2	---	---	---
3/30	10:53A	972-809-9645	Peak	M2MAllow	Naples FL	Grandprari TX	5	---	---	---
3/30	12:10P	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	8	---	---	---
3/30	12:28P	773-531-5171	Peak	PlanAllow	Naples FL	Incoming CL	29	---	---	---
3/30	1:02P	519-572-0382	Peak	PlanAllow	Naples FL	Incoming CL	24	---	---	---
3/30	1:27P	214-470-5139	Peak	PlanAllow	Naples FL	Grandprari TX	1	---	---	---
3/30	3:29P	214-470-5139	Peak	PlanAllow	Naples FL	Incoming CL	23	---	---	---
3/30	4:52P	305-797-7309	Peak	PlanAllow	Naples FL	Keys FL	6	---	---	---
3/30	5:09P	954-931-3816	Peak	PlanAllow	Naples FL	Incoming CL	26	---	---	---
3/30	5:35P	239-529-5951	Peak	PlanAllow	Naples FL	Naples FL	1	---	---	---
3/30	5:36P	519-572-0382	Peak	PlanAllow	Naples FL	Kitchewtri ON	13	---	6.37	6.37
3/31	3:54P	734-392-4918	Peak	PlanAllow	Naples FL	Incoming CL	7	---	---	---
3/31	4:49P	612-418-6740	Peak	M2MAllow	Naples FL	Minneapolis MN	12	---	---	---
3/31	5:01P	678-925-5346	Peak	PlanAllow	Naples FL	Atlanta NE GA	1	---	---	---
4/01	9:06A	734-392-4918	Peak	PlanAllow	Naples FL	Incoming CL	2	---	---	---
4/01	1:09P	678-925-5346	Peak	PlanAllow	Naples FL	Incoming CL	46	---	---	---
4/01	5:01P	239-529-5951	Peak	PlanAllow	Naples FL	Naples FL	3	---	---	---
4/01	5:04P	954-931-3816	Peak	PlanAllow	Naples FL	Ftlauderd FL	6	---	---	---
4/01	5:09P	305-797-7309	Peak	PlanAllow	Naples FL	Keys FL	2	---	---	---
4/01	5:20P	773-447-8119	Peak	M2MAllow	Naples FL	Chicago IL	1	---	---	---
4/04	3:40P	239-529-5951	Peak	PlanAllow	Naples FL	Naples FL	4	---	---	---
4/04	4:25P	239-529-5951	Peak	PlanAllow	Naples FL	Naples FL	1	---	---	---
4/04	5:09P	239-529-5951	Peak	PlanAllow	Naples FL	Naples FL	1	---	---	---
4/04	5:11P	727-244-3581	Peak	M2MAllow	Naples FL	Clearwater FL	17	---	---	---
4/04	5:33P	214-470-5139	Peak	PlanAllow	Naples FL	Grandprari TX	1	---	---	---
4/05	10:01A	972-658-6080	Peak	PlanAllow	Naples FL	Incoming CL	28	---	---	---
4/05	11:17A	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	11	---	---	---
4/05	2:40P	630-523-5590	Peak	PlanAllow	Naples FL	Roselle IL	3	---	---	---
4/05	2:56P	312-429-8264	Peak	PlanAllow	Naples FL	Chicago IL	15	---	---	---
4/05	4:09P	312-209-8300	Peak	M2MAllow	Naples FL	Northbrook IL	16	---	---	---
4/05	4:24P	239-529-5951	Peak	PlanAllow	Naples FL	Naples FL	2	---	---	---
4/06	9:40A	972-658-6080	Peak	PlanAllow	Naples FL	McKInney TX	2	---	---	---
4/06	9:48A	734-664-2109	Peak	M2MAllow	Naples FL	Wayne MI	1	---	---	---



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**Detail for Robert Binish: 972-800-6203**

**Voice, continued**

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dis/ Other Chgs	Total
4/06	9:53A	734-664-2109	Peak	M2MAllow	Naples FL	Incoming CL	21	--	--	--
4/06	10:15A	239-250-0623	Peak	PlanAllow	Immokalee FL	No Naples FL	5	--	--	--
4/06	10:22A	773-491-8262	Peak	M2MAllow	Immokalee FL	Chicago IL	12	--	--	--
4/06	10:34A	646-942-0256	Peak	M2MAllow	Andytown FL	Incoming CL	4	--	--	--
4/06	10:42A	678-925-5346	Peak	PlanAllow	Lauderhill FL	Atlanta NE GA	1	--	--	--
4/06	11:10A	239-529-5951	Peak	PlanAllow	Hialeah FL	Naples FL	5	--	--	--
4/06	11:15A	678-925-5346	Peak	PlanAllow	Hialeah FL	Atlanta NE GA	11	--	--	--
4/06	2:59P	303-342-4901	Peak	PlanAllow	Miami FL	Aurora CO	78	--	--	--
4/06	4:24P	303-342-4901	Peak	PlanAllow	Miami FL	Aurora CO	1	--	--	--
4/06	7:53P	239-529-5951	Peak	PlanAllow	Miami FL	Incoming CL	4	--	--	--
4/06	10:24P	239-529-5951	Off-Peak	N&W	Miami FL	Naples FL	7	--	--	--
4/07	6:52A	239-529-5951	Peak	PlanAllow	Naples FL	Incoming CL	1	--	--	--
4/07	9:42A	305-797-7309	Peak	PlanAllow	Naples FL	Keys FL	25	--	--	--
4/07	10:07A	239-529-5951	Peak	PlanAllow	Naples FL	Naples FL	1	--	--	--
4/07	10:08A	972-809-9645	Peak	M2MAllow	Naples FL	Grandprari TX	2	--	--	--
4/07	11:35A	239-529-5951	Peak	PlanAllow	Naples FL	Naples FL	5	--	--	--
4/07	12:11P	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	1	--	--	--
4/07	12:32P	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	1	--	--	--
4/07	2:06P	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	1	--	--	--
4/07	2:07P	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	2	--	--	--
4/07	2:44P	972-809-9645	Peak	M2MAllow	Naples FL	Incoming CL	2	--	--	--
4/07	5:08P	816-223-2682	Peak	PlanAllow	Naples FL	Kansascity MO	18	--	--	--
4/07	5:28P	239-564-6397	Peak	PlanAllow	Naples FL	No Naples FL	1	--	--	--
4/07	5:28P	404-983-3078	Peak	PlanAllow	Naples FL	Atlanta GA	22	--	--	--

**CELLULAR TELEPHONE BILL ALLOCATION**

Robert Binish

Period  
Number

03.08.2016 to 04.07.2016  
972-800-6203

Date	Time	Number	Destination	Minutes	Charges	Allocation
3/31/2016	3:54PM	734-392-4918	Incoming CL	7	--	533
4/1/2016	9:06AM	734-392-4918	Incoming CL	2	--	533
3/29/2016	2:47PM	954-359-1372	Incoming CL	2	--	533
3/10/2016	5:44PM	954-931-3816	Incoming CL	12	--	533
3/30/2016	5:09PM	954-931-3816	Incoming CL	26	--	533
4/1/2016	5:04PM	954-931-3816	Ftlauderd FL	6	--	533
<b>TOTAL PROJECT 533</b>				<b>185</b>	<b>\$ -</b>	
<b>PROJECT 541</b>						
4/6/2016	10:15AM	239-250-0623	No Naples FL	5	--	541
3/8/2016	5:21PM	239-262-0010	Naples FL	2	--	541
3/10/2016	10:04AM	239-262-0010	Naples FL	1	--	541
3/8/2016	5:12PM	239-564-6397	No Naples FL	1	--	541
3/10/2016	10:05AM	239-564-6397	No Naples FL	2	--	541
3/10/2016	10:05AM	239-564-6397	Incoming CL	8	--	541
4/7/2016	5:28PM	239-564-6397	No Naples FL	1	--	541
3/8/2016	11:45AM	305-797-7309	Incoming CL	1	--	541
3/8/2016	5:01PM	305-797-7309	Keys FL	1	--	541
3/8/2016	5:22PM	305-797-7309	Keys FL	1	--	541
3/8/2016	5:31PM	305-797-7309	Keys FL	1	--	541
3/9/2016	9:09AM	305-797-7309	Keys FL	1	--	541
3/9/2016	9:28AM	305-797-7309	Incoming CL	8	--	541
3/9/2016	4:34PM	305-797-7309	Keys FL	1	--	541
3/9/2016	5:02PM	305-797-7309	Incoming CL	2	--	541
3/11/2016	11:04AM	305-797-7309	Keys FL	1	--	541
3/11/2016	11:12AM	305-797-7309	Incoming CL	2	--	541
3/17/2016	11:20AM	305-797-7309	Incoming CL	1	--	541
3/17/2016	11:27AM	305-797-7309	Keys FL	1	--	541
3/17/2016	11:31AM	305-797-7309	Keys FL	1	--	541
3/17/2016	4:14PM	305-797-7309	Keys FL	1	--	541
3/28/2016	9:42AM	305-797-7309	Incoming CL	2	--	541
3/30/2016	4:52PM	305-797-7309	Keys FL	6	--	541
4/1/2016	5:09PM	305-797-7309	Keys FL	2	--	541
4/7/2016	9:42AM	305-797-7309	Keys FL	25	--	541
3/9/2016	9:06AM	305-992-3665	Incoming CL	3	--	541
3/9/2016	9:15AM	305-992-3665	Miami FL	1	--	541
3/28/2016	9:44AM	404-715-6967	Incoming CL	65	--	541
4/7/2016	5:28PM	404-983-3078	Atlanta GA	22	--	541
3/8/2016	5:16PM	727-244-3581	Clearwater FL	5	--	541
3/30/2016	8:36AM	727-244-3581	Clearwater FL	14	--	541
4/4/2016	5:11PM	727-244-3581	Clearwater FL	17	--	541

**CELLULAR TELEPHONE BILL ALLOCATION**

Robert Binish

Period  
Number

03.08.2016 to 04.07.2016  
972-800-6203

Date	Time	Number	Destination	Minutes	Charges	Allocation
4/6/2016	9:48AM	734-664-2109	Wayne MI	1	--	541
4/6/2016	9:53AM	734-664-2109	Incoming CL	21	--	541
4/7/2016	5:08PM	816-223-2682	Kansascity MO	<u>18</u>	--	541
<b>TOTAL PROJECT 541</b>				<b>245</b>	<b>\$ -</b>	
<b>MARKETING</b>						
3/8/2016	3:02PM	519-572-0382	Incoming CL	4	--	M
3/8/2016	4:47PM	519-572-0382	Kitchewtrl ON	1	\$ 0.49	M
3/8/2016	6:07PM	519-572-0382	Incoming CL	22	--	M
3/10/2016	5:02PM	519-572-0382	Incoming CL	38	--	M
3/10/2016	5:59PM	519-572-0382	Kitchewtrl ON	1	\$ 0.49	M
3/10/2016	6:06PM	519-572-0382	Incoming CL	3	--	M
3/29/2016	9:11AM	519-572-0382	Incoming CL	48	--	M
3/29/2016	5:22PM	519-572-0382	Kitchewtrl ON	1	\$ 0.49	M
3/30/2016	1:02PM	519-572-0382	Incoming CL	24	--	M
3/30/2016	5:36PM	519-572-0382	Kitchewtrl ON	13	\$ 6.37	M
4/6/2016	10:34AM	646-942-0256	Incoming CL	4	--	M
3/28/2016	5:14PM	678-925-5346	Atlanta NE GA	1	--	M
3/28/2016	5:29PM	678-925-5346	Incoming CL	16	--	M
3/29/2016	4:53PM	678-925-5346	Incoming CL	21	--	M
3/31/2016	5:01PM	678-925-5346	Atlanta NE GA	1	--	M
3/8/2016	2:12PM	972-232-4153	Incoming CL	1	--	M
3/9/2016	7:49PM	972-232-4153	Incoming CL	1	--	M
3/25/2016	9:02PM	972-790-8990	Irving TX	2	--	M
3/10/2016	3:37PM	972-877-0516	Grandprari TX	<u>5</u>	--	M
<b>TOTAL MARKETING</b>				<b>207</b>	<b>\$ 7.84</b>	
<b>PERSONAL</b>						
3/8/2016	1:59PM	239-529-5951	Naples FL	3	--	P
3/8/2016	2:01PM	239-529-5951	Naples FL	8	--	P
3/8/2016	4:45PM	239-529-5951	Naples FL	1	--	P
3/9/2016	9:10AM	239-529-5951	Naples FL	4	--	P
3/9/2016	5:36PM	239-529-5951	Naples FL	6	--	P
3/9/2016	7:34PM	239-529-5951	Naples FL	2	--	P
3/10/2016	2:12PM	239-529-5951	Incoming CL	3	--	P
3/10/2016	2:45PM	239-529-5951	Incoming CL	5	--	P
3/10/2016	3:45PM	239-529-5951	Naples FL	3	--	P
3/29/2016	5:20PM	239-529-5951	Naples FL	1	--	P
3/29/2016	6:31PM	239-529-5951	Naples FL	1	--	P
3/30/2016	5:35PM	239-529-5951	Naples FL	1	--	P
4/1/2016	5:01PM	239-529-5951	Naples FL	3	--	P

# AvAirPros

Corporate Office  
5551 Ridgewood Drive, Suite 300  
Naples, FL 34108  
Tel 239.262.0010 Fax 239.262.8808

## INVOICE

JBT Enabling Works Project Management and Support  
May 31, 2016  
Invoice No. 541-2016-0531A

JBT AeroTech Services  
P.O. Box 522244  
Miami, FL 33152

For additional professional services rendered from May 1, 2016 through May 31, 2016 in addition to the \$16,827.00 monthly fee:

May 2016	\$10,113.94
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TOTAL AMOUNT DUE

\$10,113.94

Please remit payment within 30 days of receipt to:

Airport & Aviation Professionals, Inc.  
5551 Ridgewood Drive  
Suite 300  
Naples, FL 34108

**Binish, Robert**

541 MIA/South Central CBIS

Billable

BHS Management

05/02/2016	8
05/06/2016	4
05/09/2016	5
05/11/2016	1.5
05/16/2016	8
05/17/2016	6
05/18/2016	8
05/19/2016	8
05/20/2016	6
05/24/2016	<u>8</u>
	62.5

Document Review & Comment Resolution Meetings

05/23/2016	8
05/25/2016	4
05/26/2016	8
05/27/2016	<u>8</u>
	28

Enabling Works

05/04/2016	8
05/05/2016	3
05/10/2016	<u>5</u>
	16

ILD/ILDT/BHS Steering Cmte Meetings

05/10/2016	4
05/25/2016	<u>4</u>
	8

**Binish Total:**

**114.5**

**Norman, Jason**

541 MIA/South Central CBIS

Billable

Support

05/10/2016	<u>1</u>
	1

**Copier Usage - May 2016**  
**Naples Office**

Client	Regular Copies	Cost @ .10	Color Copies	Cost @ .50	Total
10	105	\$ 10.50	5	\$ 2.50	\$ 13.00
110	2098	\$ 209.80	685	\$ 342.50	\$ 552.30
140	68	\$ 6.80	98	\$ 49.00	\$ 55.80
154	22	\$ 2.20	384	\$ 192.00	\$ 194.20
162	63	\$ 6.30	0	\$ -	\$ 6.30
166	12	\$ 1.20	0	\$ -	\$ 1.20
242	22	\$ 2.20	1	\$ 0.50	\$ 2.70
244	7	\$ 0.70	18	\$ 9.00	\$ 9.70
245	34	\$ 3.40	24	\$ 12.00	\$ 15.40
253	6	\$ 0.60	0	\$ -	\$ 0.60
291	3	\$ 0.30	0	\$ -	\$ 0.30
343	15	\$ 1.50	0	\$ -	\$ 1.50
363	26	\$ 2.60	47	\$ 23.50	\$ 26.10
366	4	\$ 0.40	0	\$ -	\$ 0.40
374	35	\$ 3.50	0	\$ -	\$ 3.50
375	6	\$ 0.60	0	\$ -	\$ 0.60
389	58	\$ 5.80	0	\$ -	\$ 5.80
393	9	\$ 0.90	0	\$ -	\$ 0.90
397	8	\$ 0.80	0	\$ -	\$ 0.80
523	17	\$ 1.70	0	\$ -	\$ 1.70
528	16	\$ 1.60	0	\$ -	\$ 1.60
533	63	\$ 6.30	25	\$ 12.50	\$ 18.80
536	14	\$ 1.40	0	\$ -	\$ 1.40
541	48	\$ 4.80	0	\$ -	\$ 4.80
543	2	\$ 0.20	0	\$ -	\$ 0.20
548	8	\$ 0.80	0	\$ -	\$ 0.80
550	79	\$ 7.90	0	\$ -	\$ 7.90
551	9	\$ 0.90	0	\$ -	\$ 0.90
552	6	\$ 0.60	0	\$ -	\$ 0.60
553	4	\$ 0.40	0	\$ -	\$ 0.40
560	5	\$ 0.50	0	\$ -	\$ 0.50
562	18	\$ 1.80	0	\$ -	\$ 1.80
567	38	\$ 3.80	0	\$ -	\$ 3.80
568	6	\$ 0.60	0	\$ -	\$ 0.60
574	2	\$ 0.20	112	\$ 56.00	\$ 56.20
579	17	\$ 1.70	0	\$ -	\$ 1.70
581	57	\$ 5.70	0	\$ -	\$ 5.70
582	6	\$ 0.60	0	\$ -	\$ 0.60
587	14	\$ 1.40	0	\$ -	\$ 1.40
590	6	\$ 0.60	0	\$ -	\$ 0.60
591	13	\$ 1.30	22	\$ 11.00	\$ 12.30
593	14	\$ 1.40	0	\$ -	\$ 1.40
610	131	\$ 13.10	41	\$ 20.50	\$ 33.60
657	12	\$ 1.20	0	\$ -	\$ 1.20
664	12	\$ 1.20	0	\$ -	\$ 1.20
669	12	\$ 1.20	0	\$ -	\$ 1.20
671	20	\$ 2.00	0	\$ -	\$ 2.00
710	149	\$ 14.90	8	\$ 4.00	\$ 18.90
752	4	\$ 0.40	1	\$ 0.60	\$ 0.90
753	78	\$ 7.80	13	\$ 6.50	\$ 14.30
754	14	\$ 1.40	0	\$ -	\$ 1.40
755	7	\$ 0.70	4	\$ 2.00	\$ 2.70
756	110	\$ 11.00	30	\$ 15.00	\$ 26.00
757	12	\$ 1.20	6	\$ 3.00	\$ 4.20
759	10	\$ 1.00	0	\$ -	\$ 1.00
760	11	\$ 1.10	0	\$ -	\$ 1.10
762	17	\$ 1.70	0	\$ -	\$ 1.70
769	12	\$ 1.20	0	\$ -	\$ 1.20
784	43	\$ 4.30	0	\$ -	\$ 4.30
792	132	\$ 13.20	44	\$ 22.00	\$ 35.20
793	10	\$ 1.00	0	\$ -	\$ 1.00
794	11	\$ 1.10	6	\$ 3.00	\$ 4.10
798	215	\$ 21.50	55	\$ 27.50	\$ 49.00
799	2	\$ 0.20	0	\$ -	\$ 0.20
<b>TOTAL</b>	<b>4087</b>	<b>\$ 408.50</b>	<b>1629</b>	<b>\$ 814.50</b>	<b>\$ 1,223.00</b>

NON-BILLABLE (8/2013)

## Lopez, Michelle

---

**From:** Jason Norman <j.norman@avairpros.com>  
**Sent:** Tuesday, August 16, 2016 10:18 AM  
**To:** Lopez, Michelle  
**Subject:** MIA Proposal for Consulting Services  
**Attachments:** SKMBT\_C364e16081609160.pdf

Michelle,

Please see attached MIA proposal for consulting services.

Jason R. Norman

**AvAirPros**

5551 Ridgewood Drive  
Suite 300  
Naples, FL 34108  
239.262.0010 office  
239.262.8808 fax

**From:** NaplesCopier  
**Sent:** Tuesday, August 16, 2016 10:16 AM  
**To:** Jason Norman  
**Subject:** Message from KMBT\_C364e





Corporate Office  
5551 Ridgewood Drive, Suite 300  
Naples, FL 34108  
Tel 239.262.0010

August 04, 2016

Mr. Michael Wesche - Chairman  
Miami Airport Affairs Committee  
Miami International Airport  
P. O. Box 592075  
Miami, FL 33159

**RE: Miami International Airport (MIA)  
South & Central Terminal CBIS Recapitalization and Optimization (Project)  
REVISED Proposal for Consulting and Project Management Support**

Dear Mike,

Airport & Aviation Professionals, Inc. (AvAirPros) is pleased to provide this REVISED proposal for Consulting and Project Management Support services to be provided during calendar year 2016 for the South and Central Terminal CBIS Recapitalization and Optimization Project that is currently in the design phase at Miami International Airport. It is our understanding that MDAD desires that the requested Consulting and Project Management Support services be separated into those services associated with the MAAC Office function (the "Consulting" Services); and, those services associated with the detailed design and construction of the CBIS/BHS project (the "Project Management" Services). As requested by MDAD, the scope of the Consulting and Project Management Support and the associated monthly retainer amount is to be identified separately. It is our understanding that all services will be invoiced through the JBT Aerotech agreement.

#### **UNDERSTANDING**

The Project consists of the construction of a new multi-story building between Concourse G and H, development of a replacement Baggage Handling System (BHS) including Checked Baggage Inspection System (CBIS) for the Central Terminal, a new CBIS with modifications to the existing BHS for the South Terminal, and a new BHS/CBIS Control Room. The Project is being designed by the Burns & McDonnell Design Team and implementation is currently scheduled to be complete in 2020. The overall project estimate currently stands at \$235M.

AvAirPros is currently providing support services for the Project through both the MAAC Airline Liaison Office (ALO) budget and through the JBT Aerotech Operations & Maintenance

JBT 02897



agreement for specific services related to the Enabling Works. The full range of anticipated Consulting and Project Management services are beyond the intended scope of the ALO and are not being properly accounted for in the overall Project budget. As requested AvAirPros has identified specific scopes of work related to Consulting Services for the MAAC ALO and Project Management Support services for the overall project.

## **PROPOSED SUPPORT SERVICES**

AvAirPros will provide Consulting and Project Management Support services for the Project on behalf of the MIA Airline community. The typical services will include Airline Liaison services, project management support services, TSA reimbursement support, document review services, and airline operations coordination. The following highlights our proposed scope of services for the Project at MIA.

### **A. Consulting Support Services**

As previously requested, Mr. Robert Binish has been providing Consulting Support services for the Project since July 2013. Mr. Binish will continue in the role and participate in the following areas: BHS Steering Committee meetings, Integrated Local Design Team meetings, monthly MAAC and MAAC/MDAD meetings and periodic liaison with the TSA.

The estimated involvement for Consulting Support coordination is approximately 20 hours per month at a monthly retainer of \$5,037.00 including associated expenses for the period of July to December 2016.

### **B. Project Management Support Services**

The Program Management Support services are expected to include BHS project management, document reviews, financial reimbursement assistance and airline operations coordination.

#### **Project Management Services**

Mr. Binish will provide BHS Project Management services including participation in design team meetings, Enabling Works progress meetings, coordination with JBT Aerotech, schedule reviews, CMAR agreement negotiation team meetings, TSA Site Lead coordination, and cost reviews/meetings with MDAD staff, the design team, and the TSA Site Lead. The estimate involvement for the Project Management Services is approximately 100 hours per month for the period of July through December 2016.

#### **Document Review Services**

Mr. Milan Dedek will review documents related to the CBIS building, Civil and Utility infrastructure including review of project design drawings and project specifications. Mr. Binish will review documents related to the CBIS/CBRA and Baggage Handling

System, the BHS Control Room infrastructure and the TSA PGDS submittal packages including review of project design drawings and project specifications. AvAirPros will provide detailed written comments, participate in comment resolution meetings and coordinate any airline reviews. The estimated involvement for the Document Review Services is approximately 50 hours per month for the period of July through December 2016.

The Project Management Support services will be provided at a monthly retainer of \$38,130.00 including associated expenses for the period of July to December 2016. Both Consulting and Project Management Support Services will be invoiced to JBT Aerotech. As requested the details of this proposal have been reviewed with Mr. Brian Miller / Delta Air Lines and his concerns have been addressed.

As requested, AvAirPros will provide an annual proposal for calendar years 2017 through 2021 to identify the scope of services and attendant costs associated with both the Consulting and Project Management Support Services for the above referenced project. The proposal for future periods will include a review of previous period retainer to ensure that over or under billing has not occurred.

Please do not hesitate to contact me with questions or concerns about this proposal.

Sincerely,

*Robert G. Binish*

Robert G. Binish, P. E., MBA  
Vice President

CC: Brian Miller – Delta Air Lines  
Chris Bradley

# Memorandum



Date: February 3, 2015

To: Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

From: Carlos A. Gimenez  
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez".

Subject: Award Recommendation for Airline Liaison Office Consulting Services for the Miami-Dade Aviation Department, RFQ No. MDAD-13-03, in the amount of \$5,263,125.00

Agenda Item No. 8(A)(1)

## RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the award of a Non-Exclusive Professional Services Agreement for Airline Liaison Office consulting services to Airport & Aviation Professionals, Inc. (AvAirPros) in an amount not to exceed \$5,263,125.00, and authorize the Mayor or the Mayor's designee to execute the Agreement and exercise any termination provisions.

## SCOPE

Miami International Airport (MIA) is located primarily within Commissioner Rebeca Sosa's District 6; however, the impact of this item is countywide as MIA is a regional asset.

## DELEGATED AUTHORITY

In accordance with Miami-Dade County Code Section 2-8.3 related to identifying delegation of Board authority contained within the subject agreement, the Aviation Director or designee has the authority to terminate the Agreement. The Agreement also delegates to the Aviation Director the right to make non-material changes to the agreement as may be required to conform the agreement to future FAA or TSA requirements.

## FISCAL IMPACT/FUNDING SOURCE

The total contract amount for the seven (7) year term is \$5,263,125.00 including the Inspector General Fee and will be paid from the Miami-Dade Aviation Department (MDAD) Operating Budget.

## TRACK RECORD/MONITOR

AvAirPros has performed satisfactorily on the existing contract, according to MDAD Assistant Director of Business Retention & Development Gregory C. Owens, who will monitor this Agreement.

## DUE DILIGENCE

Pursuant to Resolution R-187-12, due diligence was conducted to determine AvAirPros' responsibility, including verifying its corporate status and that no performance or compliance issues exist. The lists that were reviewed include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings related to AvAirPros' responsibility.

## BACKGROUND

AvAirPros will provide Airline Liaison Office consulting services and serve as a single point of contact for MDAD as it relates to coordination of issues with the Miami Airport Affairs Committee (MAAC) on matters with broad implications to airlines related to financial, technical, operations and airport affairs as required by the Airline Use Agreement between MDAD and airlines operating at MIA.

The Airline Liaison Office is a valuable asset as a third-party consultant, providing services to both MAAC and MDAD in managing the airport/airline relationship, facilitating airline approval required by any agreements that exist between members of MAAC and providing a single point of contact for all parties on resolving airport/airline issues. The airlines rely on the Airline Liaison Office for analysis of issues and technical expertise to assist in the evaluation of the Airport's rates and charges, proposed policy changes and the existing and proposed Capital Improvement Program.

As the current agreement will expire at the end of the year, the Request for Qualifications (RFQ) for the subject project was advertised on April 18, 2014, with a Small Business Enterprise (SBE) goal of 20%. Both responding firms, Airport & Aviation Professionals, Inc and ALTYUS, Inc. were deemed compliant.

The Evaluation/Selection Committee met on August 6, 2014 and reviewed the Qualification Statements submitted by the two (2) responding firms and heard their presentations at the public hearing on August 19, 2014. The Committee recommended negotiations with the highest-ranked responsive and responsible firm, Airport & Aviation Professionals, Inc, and negotiations were successfully concluded.

PROJECT: RFQ for Airline Liaison Office Consulting Services

PROJECT NO.: RFQ No. MDAD-13-03

PROJECT LOCATION: Miami International Airport

COMPANY NAME: Airport & Aviation Professionals, Inc.

TERM OF AGREEMENT: Seven (7) years

OPTION(S) TO RENEW: None

AMOUNT OF AGREEMENT: \$3,500,000.00 for basic services and \$1,750,000.00 for additional services, and \$13,125.00 for the Inspector General Audit Account for a total of \$5,263,125.00.

COMPANY PRINCIPALS: Luis Salomon

GENDER, ETHNICITY & OWNERSHIP BREAKDOWN: Anglo white male

COMPANY LOCATION: 5551 Ridgewood Drive, Suite 300  
Naples, FL 34108

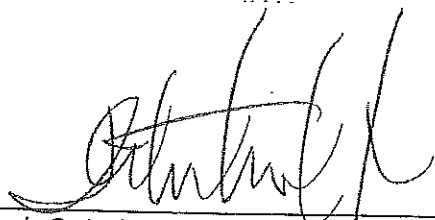
HOW LONG IN BUSINESS: Twenty Five (25) years

PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS: One agreement at \$3,150,000.00

CONTRACT MEASURE: 20% SBE goal

CONTRACT MEASURE

ACHIEVED: 20% SBE goal (\$1,050,000.00)  
SBE SUBCONSULTANTS: LIVS Associates  
ADVERTISEMENT DATE: April 18, 2014  
LIVING WAGE: No  
USING DEPARTMENT: Miami-Dade Aviation Department



---

Jack Osterholt, Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** February 3, 2015

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

**SUBJECT:** Agenda Item No. 8(A)(1)

Please note any items checked.

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

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

Agenda Item No. 8(A)(1)  
2-3-15

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

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND AIRPORT & AVIATION PROFESSIONALS, INC., FOR AIRLINE LIAISON OFFICE CONSULTING SERVICES, RFQ NO. MDAD-13-03, IN AN AMOUNT NOT TO EXCEED \$5,263,125.00 AND FOR A TERM OF SEVEN YEARS; AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE THE TERMINATION AND OTHER PROVISIONS CONTAINED THEREIN

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board: (i) approves the Professional Services Agreement between Miami-Dade County and Airport & Aviation Professionals, Inc. for Airline Liaison Office Consulting Services, RFQ No. MDAD-13-03, substantially in the form attached hereto, in an amount not to exceed \$5,263,125.00, and for a term of seven (7) years, and (ii) authorizes the County Mayor or Mayor's designee to execute same and to exercise the termination and other provisions contained therein.



The 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:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of February, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

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

Approved by County Attorney as  
to form and legal sufficiency.



David M. Murray

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**NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR  
AIRLINE LIAISON OFFICE CONSULTING SERVICES  
FOR THE MIAMI-DADE AVIATION DEPARTMENT**

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This AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_ 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 Consultant:

Luis Salomon  
Airport & Aviation Professionals, Inc.  
5551 Ridgewood Drive, Suite 300  
Naples, FL 34108  
Phone#: (239) 262-0010  
Fax#: (239) 262-8808

which term shall include its officials, successors, legal representatives, and assigns.

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**ATTACHMENTS:**

- Exhibit A     Implementing Order 3-41 Small Business Enterprise Program, SBD Worksheet  
                  and executed Schedule(s) of Intent
- Exhibit B     Implementing Order 3-58 – First Source Hiring Referral Program
- Exhibit C     Subcontractor Payment Report
- Exhibit D     Affidavits executed by Successful Respondent
- Exhibit E     Schedule of Hourly Rates Negotiated with the Successful Respondent

**MIAMI-DADE AVIATION DEPARTMENT  
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR  
AIRLINE LIAISON OFFICE CONSULTING SERVICES**

This Non-Exclusive Professional Services Agreement (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_ by and between Miami-Dade County (the "County"), a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "Board"), and Airport & Aviation Professionals, Inc. (the "Consultant"), authorized to do business in the State of Florida (collectively, the "Parties").

**WHEREAS**, the County as owner and operator of Miami International Airport ("MIA" or the "Airport") through its Miami-Dade Aviation Department ("MDAD" or the "Department"), needs professional Airline Liaison Office (ALO) consulting services; and

**WHEREAS**, the Consultant offers to provide said consulting services in a manner that shall conform to (i) the Scope of Work delineated in the County's Request for Qualifications ("RFQ") No. MDAD 13-03 and all associated addenda, incorporated herein by reference, and (ii) the requirements of this Agreement; and

**NOW THEREFORE**, in consideration of the Agreement, and the mutual covenants herein contained, the Parties agree as follows:

**ARTICLE 1 - DEFINITIONS**

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

- a) The terms "Agreement" or "Contract" shall mean this Agreement including (i) all contract terms and conditions; (ii) Consultant's Qualification Statement, and (iii) all appendices, attachments, exhibits and amendments thereto entered into by the County and the Consultant.
- b) The term "Airline Use Agreement" ("AUA") shall mean the Agreement which governs the rights and responsibilities of commercial airlines that conduct business at County airports. This includes the use of airfield facilities, terminal building facilities, terminal landside facilities and all appurtenances, facilities, improvements, equipment and services that are provided for the common use of all airlines. Use of facilities is subject to the rules and regulations applicable to the Airport as established by the County or MDAD and fees and charges established by the County or MDAD applicable to such use.
- c) The term "Airport" shall mean ~~Miami International Airport, Opa-locka Executive Airport, Kendall-Tamiami Executive Airport, Homestead General Aviation Airport, and Dade-Collier Training and Transition Airport.~~

- d) The term "Article" shall mean the article section contained in this Agreement.
- e) The terms "Aviation Director or Director" shall mean the Director of the Miami-Dade Aviation Department or his/her designee.
- f) The term "Board" shall mean the Board of County Commissioners of Miami-Dade County, Florida.
- g) The terms "Consultant" or "Contractor" or "Selected Respondent" shall mean the Respondent that receives an award of an Agreement from the County as a result of the Solicitation.
- h) The term "County" shall mean Miami-Dade County, a political subdivision of the State of Florida.
- i) The term "Date of Execution" shall mean the day upon which the Agreement is executed by the Mayor of Miami-Dade County or designee and attestation by the Clerk.
- j) The term "Days" shall mean calendar days, unless specifically stated otherwise.
- k) The term "Deliverables" shall mean all documentation and any items of any nature submitted by the Consultant to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- l) The terms "Department" or "MDAD" shall mean the Miami-Dade Aviation Department.
- m) The term "Effective Date" shall mean the tenth (10<sup>th</sup>) business day after the Date of Execution by the Mayor and attestation by the Clerk of the Board of this Agreement.
- n) The term "Project Manager" shall mean the person that is assigned to oversee the project or his or her designee. The Project Manager's responsibilities are to coordinate and communicate with the Consultant and to manage and supervise execution and completion of the Scope of Work and the terms and conditions of this Agreement. All parties may rely on the instructions or determinations made by the Project Manager; provided, however, that such instructions and determinations do not change the Scope of Work or modify the terms and conditions of this Agreement. The County shall from time to time provide written notice to the Consultant designating the Project Manager.
- o) The term "Qualification Statement" shall mean a Respondent's written response to this solicitation document.
- p) The term "Report(s)" shall mean all documentation concerning the Services offered by the Consultant concerning Consultant's performance in meeting the requirements of this Agreement.

- q) The term "Scope of Work" shall mean all services, work, and actions by the Consultant performed pursuant to Article 3 of this Agreement.
- r) The term "Service Order" shall mean a written order signed by the Director, or his designee, directing the Consultant to perform or modify the performance of such Services.
- s) The term "Sub-Article" shall mean the subarticle section contained in this Agreement.
- t) The term "Subconsultant" or "Subcontractor" shall mean any person, firm, entity, or organization, other than the employees of the Consultant, who contracts with the Consultant 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 Consultant.
- u) The terms "Work", "Services", "Program", "Project", or "Engagement" shall mean all matters, and items, required of the Consultant in accordance with the provisions of this Agreement.

## ARTICLE 2 - TERM

The Term of the Agreement shall be seven (7) years, shall begin upon execution by the parties and shall be in effect until all Services are completed or until those Services Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later.

Nothing in this Article shall prevent the County from exercising its rights to terminate the Agreement as provided elsewhere herein.

## ARTICLE 3 - SCOPE OF WORK

**3.01 BASIC SERVICES:** The Consultant will provide a single point of contact for the Miami-Dade Aviation Department ("MDAD") as it relates to coordination of issues with the Miami Airport Affairs Committee ("MAAC") on matters with broad implications to airlines related to financial, technical, operations, and airport affairs. The work includes:

### A. Coordination and Representation Activities

- Establish and maintain effective lines of communication between the MAAC, MDAD, MDAD consultants, and other County departments (i.e., Regulatory and Economic Resources).
- Establish processes to encourage MDAD and the MAAC to work together to identify and resolve areas of potential disagreement.
- Assist the MAAC Chairperson related to coordinating activities of all airline committees (i.e., Local Station Managers, Specialty Working Groups) with MDAD staff and its consultants as may be necessary.
- Coordinate scheduling of meetings and conference calls among airlines as well as between airlines and MDAD and others as necessary.



- Participate in certain regularly scheduled and impromptu meetings that are called by MDAD and/or the airlines.
- Prepare materials and participate in meetings with airline representatives (i.e., MAAC, Local Station Managers, Specialty Working Groups) as well as with MDAD staff representatives on behalf of airlines when airline representatives are unable to participate and as directed by the Chair of the MAAC from time to time.
- Attend all MAAC monthly meetings and serve as scribe for compilation and distribution of minutes to participants.
- Facilitate communications between MDAD staff and the MAAC on issues when disagreements arise.
- Distribute MDAD documents to the airlines serving Miami International Airport ("MIA").
- Provide a single, coordinated response to MDAD that represents the consensus view of the MAAC on project matters and issues. To the extent that a consensus does not exist, provide the different viewpoints that exist without prejudice.
- Respond to requests for information and/or assistance from individual airline representatives.

**B. Future and Ongoing Capital Improvement Program Review/Validation/Prioritization Activities**

- Participate as a voting member in the MIA User Group meetings to review and prepare written comments regarding the need for, timing, and order of magnitude reasonableness of the scope/budget of the funded projects not yet in construction and unfunded Capital Improvement Program ("CIP") as described in pre-design phase related documents that are available.
- Coordinate airline industry review of program level planning and pre-design phase documents in an effort to facilitate establishment of a consensus airline industry position regarding the proposed CIP.
- Facilitate discussions early on between MAAC and MDAD in an effort to address those areas of disagreement that may exist related to the proposed CIP.
- Coordinate MAAC input in program level planning and pre-design phase related activities undertaken by MDAD.
- Coordinate the majority-in-interest ("MI") vote of MAAC member airlines on capital projects as required in the Airline Use Agreement ("AUA").

**C. Pre-Design Phase Activities**

- Assist MDAD and MAAC in establishing programmatic requirements for projects to be implemented as part of the CIP.

**D. Design Phase Activities**

- Review and prepare written comments as requested by the MAAC Chair on design phase submittals received from MDAD staff and its consultants. These submittals may include:
  - Design Drawings and Design Criteria Reports/Specifications.
  - Project Cost Estimate and Schedule Reports.
  - Various Project Reports/Studies (e.g., Value Engineering Reports, Simulation

Analysis Reports, Hazardous Material Remediation Reports, Specialty System Reports, Aircraft Parking Studies).

- Miscellaneous Correspondence.
- Coordinate MAAC's review of above referenced design phase submittals from MDAD and its consultants and such other issues that arise during the design phase of a project.
- Assimilate comments and facilitate discussions as may be necessary to develop a consensus industry position/comments among MIA airlines as well as preparation of correspondence to MDAD on behalf of the MAAC.
- Provide technical input to the MAAC, MDAD staff, and its consultants on an advisory basis.
- Prepare and present technical/analytical support documentation and/or alternative conceptual plans, specifications, ideas and perspective viewpoints as may be appropriate and/or requested to address design phase issues that arise.

**E. Construction Phase Activities**

- Participate in program level and project level construction meetings of certain, but not all projects as may be requested by the MAAC Chair to provide a MAAC perspective for consideration by MDAD.
- Participate in project level activation meetings as requested by the MAAC Chair from time to time to help coordinate airline tenant improvement construction activities with base-building construction activities.

**F. Financial Submittal Review, Comment and Issue Resolution Activities**

- Assist the MAAC in its efforts to review CIP related financial submittals (e.g., Financial Feasibility Reports) to facilitate its understanding of the impact that the implementation of the CIP will have on airline rates and charges.
- Prepare financial capacity analyses to assist the MAAC and MDAD in understanding the general level of capital expenditure supportable based on targeted cost measures such as unit rates or cost per enplanement.
- Review MDAD financial plans to provide the MAAC with an understanding of opportunities to reduce airline costs by implementing alternative financial approaches.
- Coordinate the MAAC's involvement in the review of annual Airport MDAD operating budgets and rates and charges calculated.
- Produce independent rate models to validate and verify MDAD rate calculations. Use rate model to develop alternate approaches to rate making as operating conditions change at the Airport.
- Prepare analysis for review/consideration by the MAAC in preparation for meetings with MDAD as may be necessary to evaluate the financial impacts attributable to miscellaneous issues that arise.

**G. Airport Operations Review, Comment and Issue Resolution Activities**

- Assist airlines and MDAD in their mutual efforts to address airline/airport operational issues as they may arise.

- Prepare and present analytical support documentation and/or alternative conceptual plans, ideas and perspective viewpoints as may be appropriate and/or requested to address miscellaneous operational issues that arise.

**H. Miscellaneous Airport Affairs Issues Review, Comment and Resolution Activities**

- Assist the MAAC and MDAD in their mutual efforts to address miscellaneous Airport affairs and related issues as they may arise.

**I. Prohibited Activities**

- The Consultant in its role as the ALO will not represent the airlines or interface directly with County government beyond appropriate interface with the MAAC, unless approved in advance by the MAAC.
- The Consultant, in its role as the ALO, will not interface with the Board of County Commissioners individually or in a public forum unless approved in advance by the MAAC.

**3.02 ADDITIONAL SERVICES:** Subject to the approval of MDAD and the MAAC; the ALO Consultant may be requested to perform additional services, including but not limited to the services listed below.

- A. In the event MDAD proceeds with a major Capital Improvement Program (CIP), MDAD may request the ALO Consultant to provide various program administration services to assist MDAD and the MAAC in monitoring of the CIP.
- B. Review and provide best practices for the installation, maintenance and operations of the airport's baggage system.
- C. Other closely related work as requested by the Department and approved by the MAAC.

**ARTICLE 4 - COMPENSATION**

**4.01 COMPENSATION FOR SERVICES AND REIMBURSABLE EXPENSES**

Except as otherwise provided for herein, the compensation for Basic Services, including reimbursable expenses, shall not exceed \$3,500,000.00 for the Term of the Agreement. The Compensation for Additional Services, including reimbursable expenses shall not exceed \$1,750,000.00 for the Term of the Agreement. Compensation for Basic and Additional Services will be in accordance with Exhibit E, Schedule of Hourly Rates.

As compensation for the provision of Services and only if authorized by Department Service Order(s), the County shall pay the Consultant the fees specified in the Service Order(s) issued.

The County shall have no obligation to issue any Service Order(s). All invoices for services rendered on a time and materials basis must be accompanied by personnel time records satisfactory to the Department. The Consultant will not be compensated for travel time outside of normal business hours (8 a.m. to 5 p.m., Monday through Friday).

Reimbursable expenses incurred by the Consultant shall be reimbursed upon prior written authorization from the Department, as part of such Service Order. Payments to the Consultant shall be reimbursed without any Consultant or Subconsultant mark-up of the expenses, and must be approved by the Department. Disputed items will be presented to the Consultant in accordance with the Florida Prompt Payment Act. The following items, subject to the conditions below, constitute reimbursable expenses:

- A. All photographic, printing, and reproduction cost, when applicable, will be reimbursed at the same rates paid by the County to its vendors.
- B. Travel expenses, in accordance with the Miami-Dade County Administrative Order No. 6-1 and applicable Florida Statutes. Tolls will be based on actual charges. Parking charges will be reimbursed while in Miami only and while conducting business pursuant to this Agreement.
- C. Itemized long distance telephone and telefax costs, directly attributable to and identified as applicable to the Work of the Consultant.
- D. Postage and shipping directly related to this Agreement will be reimbursed at cost.
- E. Expense as authorized in A-D above, if submitted within three (3) months of when incurred will be reimbursed.

The Department reserves the right to have the Consultant produce documentary support that said reimbursement is applicable to specific Work.

The Department will provide office space to AvAirPros at MIA at no additional cost.

#### **4.02 INVOICES AND METHOD OF PAYMENT**

The Consultant shall submit, to the Project Manager one (1) original and two (2) copies of duly certified invoice(s) for payments due for the portion(s) of Services performed and eligible for payment under the terms of this Agreement. Invoices must be accompanied by (i) copy(ies) of applicable Service Order(s), (ii) documentation of personnel time, and (iii) original receipts for reimbursable expenses, as appropriate. The Project Manager may request other supporting documentation reasonably required to support the processing of payments. All payments shall be governed by the provisions of the Florida Prompt Payment Act.

#### **4.03 ACCOUNTING RECORDS AND AUDIT PROVISIONS**

The County reserves the right to audit the accounts and records of the Consultant supporting all payments for Services hereunder and all reimbursable expenses including, but not limited to, payroll records and federal tax returns. The County shall have unrestricted access to all of the Consultant's books and records that pertains to the Consultant's operation under this Agreement. In addition, the County shall have the

unrestricted right to audit, either by County staff or an audit firm chosen by the County. Such audit may take place during reasonable business hours for the period of the performance of this Agreement and for three (3) years after final payment under this Agreement. The Consultant shall maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit to determine the personnel hours and personnel costs and other expenses associated with the Agreement. It is further agreed that said compensation provided for in this Agreement shall be adjusted to exclude any significant costs where the County determines that the payment for Services was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs. All such adjustments in compensation paid or payable to Consultant under this Agreement shall be made within three (3) years from the date of final billing or acceptance of the Services by the County, whichever is later. The Consultant shall pay for all audit-related expenses where the audit findings aggregate to greater than or equal to three percent (3%) of the correct amount the County should have paid or been invoiced. The three percent (3%) audit-related expense threshold only applies to the amount(s) audited, and not all of the Consultant's billings. Any overpayment amount(s) discovered by audit shall be reimbursed to the County within a fifteen (15) Day notice of the audit results to the Consultant.

#### 4.04 SUBCONTRACTORS PAYMENT REPORT

In accordance with Section 2-8.8 of the County Code (as amended by Ordinance No. 11-90), an entity contracting with the County as a condition of final payment under a contract, the Consultant shall identify all subcontractors used in the work, the amount of each subcontract, and the amount paid to each subcontractor. In the event that the Consultant intends to pay less than the subcontract amount, the Consultant shall deliver to the County a statement explaining the discrepancy or any disputed amount in the attached Exhibit C.

### **ARTICLE 5 – INDEMNIFICATION AND HOLD HARMLESS**

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

**ARTICLE 6 – NONDISCRIMINATION****6.01 EQUAL EMPLOYMENT OPPORTUNITY**

The Consultant shall neither discriminate against any employee or applicant for employment because of age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, nor in accordance with the Americans with Disabilities Act (42 U.S.C. § 12101), 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. The Consultant shall take affirmative action 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 are not limited to, the following: employment, upgrading, transfer or demotion, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships.

The Consultant 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. The Consultant shall comply with all applicable provisions of the Civil Rights Act of 1964, Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, revised Order No. 4 of December 1, 1971, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act effective June 12, 1968, the rules, regulations and relevant orders of the Secretary of Labor, Florida Statutes §§ 112.041, 112.042, and 112.043, and Miami-Dade County Ordinance No. 75-46, Articles 3 and 4.

**6.02 NONDISCRIMINATION**

During the performance of this Agreement, the Consultant agrees as follows:

The Consultant shall, in all solicitations or advertisements for employees placed by or behalf of the Consultant, 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. The Consultant 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 Consultant's books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain the compliance with such rules, regulations, and orders. In the event of the Consultant'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 Sub-Article 13.05 hereof and the Consultant 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.

The Consultant shall include Sub-Article 6.01 above in all Consultant 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.

#### **6.03 DISABILITY NONDISCRIMINATION CERTIFICATION**

By entering into this Agreement with the County and signing the Disability Nondiscrimination Certification, the Consultant attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related acts) or Miami-Dade County Resolution No. R-385-95. If the Consultant or any owner, subsidiary or other firm affiliated with or related to the Consultant 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 the Sub-Article 13.05 hereof. This Agreement shall be void if the Consultant submits a false certification pursuant to this resolution or the Consultant violated the act or the resolution during the term of this Agreement, even if the Consultant was not in violation at the time it submitted its affidavit.

#### **6.04 BREACH OF NONDISCRIMINATION COVENANT**

In the event it has been determined that the Consultant has breached any enforceable nondiscrimination covenant contained in Sub-Article 6.01 above, pursuant to the complaint procedures contained in the applicable federal regulations; and the Consultant 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 Sub-Article 13.05 hereof.

#### **6.05 NON-DISCRIMINATORY ACCESS TO PREMISES AND SERVICES**

Contractor, 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 Contractor 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 Contractor 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 Contractor shall obligate their Subcontractors and sub-consultants to the same

nondiscrimination requirements imposed on the Contractor and assure said requirements are included in those sub-agreements.

**ARTICLE 7 – AFFIRMATIVE ACTION**

**7.01 AFFIRMATIVE ACTION REQUIREMENTS**

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

Firms whose Boards of Director are representative of the population make-up of the nation are exempted 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 SBD. Firms claiming exemption must submit, as part of their proposal/bids to be filed with the Clerk, an appropriately completed and signed Exemption Affidavit in accordance with Section 2-8.1.5 of the Code of Miami-Dade County. These submittals shall be subject to periodic review to assure that the entities do not discriminate in their employment and procurement practices against minorities and women/owned businesses.

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

**7.02 CONTRACT MEASURES**

This contract includes participation provisions for Miami-Dade County Small Business Enterprises (SBEs) as follows:

<u>Measure</u>	<u>Program</u>
20%	SBE

The participating SBE firms (or joint ventures) must maintain a valid Miami-Dade County SBE certification throughout the duration of this Agreement, as well as, meet all other requirements as stipulated in Exhibit A.

**ARTICLE 8 – INSURANCE**

The Consultant shall furnish to Miami-Dade Aviation Department, c/o Risk Management Division, 4200 NW 36<sup>th</sup> Street, Miami, Florida 33122 or P. O. Box 025504 Miami, Florida 33102-5504, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:



The Consultant shall maintain the following insurance throughout the performance of this Agreement until the Work has been completed by the Consultant and accepted by the Department,

The Consultant shall not be issued any Service Order under this Agreement until the insurance required hereunder has been obtained and the Miami-Dade Aviation Department has accepted such insurance.

- A. Worker's Compensation, as required by Chapter 440, Florida Statutes.
- B. Commercial General Liability Insurance on a comprehensive basis including Contractual Liability, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance, covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

Note: Under no circumstances is the Contractor permitted on the airfield operations area ("AOA") side of the Airport without increasing the automobile coverage to \$5,000,000 combined single limit.

- D. Professional (Errors and Omissions) Liability Insurance in an amount not less than \$250,000 per claim with a deductible not to exceed 10% of the limit of liability.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Consultant. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

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

Prior to the commencement of operations hereunder, and annually thereafter, the Consultant shall furnish certificates of insurance to Miami-Dade County Aviation Department Risk Management which certificates shall clearly indicate: (1) that the Consultant has obtained insurance in the type, amount and classifications as required for strict compliance with this section; that Miami-Dade County is named as an Additional Insured with respect to the Commercial General Liability coverage.

Compliance with the foregoing requirements shall not relieve the Consultant of this liability and obligation under this section or under any other section in this Agreement.

The County reserves the right to require the Consultant to provide such reasonably amended insurance coverage as it deems necessary or desirable upon issuance of notice in writing to the Consultant, which notice shall automatically amend this Agreement effective thirty (30) Days after such notice.

The Consultant shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in force for the duration of the contractual period of this Agreement, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the Agreement period, the Consultant shall be responsible for submitting new or renewed insurance certificates to the Miami-Dade Aviation Department at a minimum of thirty (30) Days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Miami-Dade Aviation Department shall suspend this Agreement until such time as the new or renewed certificates are received by the Miami-Dade Aviation Department in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) Days. Thereafter, the Miami-Dade Aviation Department may, at its sole discretion, terminate this Agreement.

Right to Examine: The Miami-Dade Aviation Department reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. The Consultant agrees to permit such inspection at the offices of the Miami-Dade Aviation Department.

Compliance: Compliance with the requirements of this article shall not relieve the Consultant of its liability under any other portion of this Agreement or any other agreement between the County and the Consultant.

## ARTICLE 9 – RULES, REGULATIONS AND PERMITS

### 9.01 RULES AND REGULATIONS

The Consultant, shall comply with: (i) the ordinances of the County including the rules and regulations of the Department; (ii) Chapter 25 of the Code; (iii) operational directives issued hereunder; (iv) all additional laws, statutes, ordinances, regulations and rules of the federal, state and local governments, and any and all plans and programs developed in compliance therewith; (v) any County administrative orders, implementing orders and resolutions of the Board of County Commissioners which may be applicable to its operations or activities under this Agreement; (vi) federal air and safety laws and regulations; and (vii) federal, state, and County environmental, hazardous wastes and materials, and natural resources laws and regulations.

### 9.02 VIOLATIONS OF RULES AND REGULATIONS

The Consultant represents and agrees to pay on behalf of the County any penalty, assessment or fine, issued against the County, or to defend in the name of the County any

claim, assessment or civil action, which may be presented or initiated by any agency or officer of the federal, state or local governments, based in whole or substantial part upon a claim or allegation that the Consultant, its agents, employees, consultants, Subconsultants, suppliers, or invitees, have violated any law, statute, ordinance, regulation or rule described in Sub-Article 9.01 above or any plan or program developed in compliance therewith. The Consultant further represents and agrees that the substance of Sub-Article 9.01 above and Sub-Article 9.02 shall be included in every contract and other agreements, which the Consultant may enter into related to its operations and activities under this Agreement and that any such contract and other agreements shall specifically provide that "Miami-Dade County, Florida is a third party beneficiary of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subletting or subcontracting.

### **9.03 PERMITS AND LICENSES**

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

### **9.04 COMPLIANCE WITH ADDITIONAL RULES AND REGULATIONS**

The Consultant acknowledges and accepts full responsibility for compliance with all applicable rules and regulations of the Transportation Security Administration ("TSA"), Federal Aviation Administration ("FAA"), and MDAD as set forth from time to time relating to Consultant's work at the Airport.

## **ARTICLE 10 – CIVIL ACTIONS**

### **10.01 GOVERNING LAW; VENUE**

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

### **10.02 REGISTERED OFFICER/AGENT; JURISDICTION**

The Consultant, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, and such designations to be filed with the

Florida Department of State in accordance with Section 607.034, Florida Statutes. If the Consultant is a natural person, both the Consultant and his or her personal representative(s) hereby submit themselves to the jurisdiction of the courts of the State of Florida for any cause of action based in whole or in part on the alleged breach of this Agreement.

### 10.03 VIOLATIONS OF LAWS AND REGULATIONS

The Consultant agrees to pay on behalf of the County any penalty, assessment, or fine, issued in the name of the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the federal, state or County governments, based in whole or substantial part upon a claim or allegation that the Consultant, its agents, Subconsultants, employees or invitees, have violated any law, statute, ordinance, resolution, regulation or rule described in this Agreement or any plan or program developed in compliance therewith.

### ARTICLE 11 – TRUST AGREEMENT

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 Reinstated Trust Agreement dated as of December 15, 2002, and approved by the Board of County Commissioners in Resolution No. R-1261-02 on November 19, 2002, securing Miami-Dade Aviation Facilities Revenue Bonds, 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 may be examined by the Consultant at the offices of the Department during normal working hours.

### ARTICLE 12 – SUBCONSULTANT RELATIONS

If the Consultant, with the written approval of the Department, causes any part of this Agreement to be performed by a Subconsultant, the provisions of this Agreement will apply to such Subconsultant and its officers, agents and employees in all respects as if it and they were employees of the Consultant; and the Consultant will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subconsultant, its officers, agents, and employees, as if they were employees of the Consultant. The services performed by the Subconsultant will be subject to the provisions hereof as if performed directly by the Consultant.

The Consultant, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subconsultant, the portion of the Services, which the Subconsultant is to do, the place of business of such Subconsultant, and such other information as the County may require. The County will have the right to require the Consultant not to award any subcontract to a person, firm or corporation disapproved by the County.

Before entering into any subcontract hereunder, the Consultant will inform the Subconsultant fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subconsultant will strictly comply with the requirements of this Agreement.

In order to qualify as a Subconsultant satisfactory to the County, in addition to the other requirements herein provided, the Subconsultant must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subconsultant must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of Consultant's obligations under this Agreement. All Subconsultants are required to protect the confidentiality of the County's proprietary and confidential information. Consultant shall furnish to the County copies of all subcontracts between Consultant and Subconsultants and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subconsultant of its obligations under the subcontract, in the event the County finds Consultant in breach of its obligations, the option to pay the Subconsultant directly for the performance by such Subconsultant. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subconsultant hereunder as more fully described herein.

## ARTICLE 13 – DEFAULT AND TERMINATION

### 13.01 EVENTS OF DEFAULT

A default shall mean a breach of this Agreement by the Consultant (an "Event of Default"). In addition to those defaults defined in Sub-Article 13.02, an Event of Default, may also include one (1) or more of the following occurrences:

- (A) The Consultant has violated the terms and conditions of this Agreement;
- (B) the Consultant has failed to make prompt payment to Subconsultants or suppliers for any Service or Work provided pursuant to this Agreement;
- (C) the Consultant has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Consultant's creditors, or the Consultant has taken advantage of any insolvency statute or debtor/creditor law, or the Consultant's affairs have been put in the hands of a receiver;
- (D) the Consultant has failed to obtain the approval of the County where required by this Agreement;

- (E) the Consultant has failed in a representation or warranty stated herein; or
- (F) the Consultant has received three (3) notices of default, of any kind, within a twenty-four (24) month period.
- (G) the Consultant fails to timely deliver any Work or Services required under this Agreement;
- (H) the Consultant fails to deliver the Work or Services in a competent, professional manner and in the format requested by the County.

### 13.02 OTHER DEFAULTS

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

- (A) Failure of the Consultant to comply with covenants of this Agreement.
- (B) The conduct of any business or the performance of any service not specifically authorized herein.

### 13.03 NOTICE OF DEFAULT AND OPPORTUNITY TO CURE

If an Event of Default occurs, the Department shall notify the Consultant (the "Default Notice"), specifying the basis for such default, and advising the Consultant that such default must be cured immediately or this Agreement with the County may be terminated. The Consultant can cure and rectify the default, to the Department's reasonable satisfaction, within thirty (30) Days of actual notice of the Default Notice (the "Cure Period") or such other timeframe as delineated in the Agreement. The Department may extend the Cure Period and grant an additional period of such duration as the Department shall deem appropriate without waiver of any of the County's rights hereunder, so long as, the Consultant has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) Day period or any other period which the Department prescribes. The Default Notice shall specify the date by when the Consultant shall discontinue the services (the "Termination Date").

### 13.04 TERMINATION FOR CONVENIENCE

In addition to any other termination rights provided for in this Agreement, this Agreement may be terminated for convenience and without penalty by: (i) the mutual and written consent of both parties; (ii) upon not less than thirty (30) Days written notice from the County to the Consultant; or (iii) upon not less than one hundred eighty (180) Days written notice from the Consultant to the Department, provided however, in the event of the termination of this Agreement pursuant to this clause (iii), the Department, in its sole discretion, may require the Consultant to complete work on any Service Orders outstanding and issued by the Department prior to the date of receipt of the written termination notice. The County's sole obligation to the Consultant shall be payment for those units or sections of work previously authorized. Such payment shall be determined on the basis of the hours performed by the Consultant up to the Termination Date, plus fees and any Reimbursable Expenses for Service Orders issued prior to the Termination

Date that the Department requires the Consultant to complete. All payments pursuant to this Agreement shall be accepted by the Consultant in full accord and satisfaction of all claims against the County arising out of the termination including, without limitation, lost profits, overhead or other consequential damages.

**13.05 TERMINATION FOR CAUSE**

The County may terminate this Agreement, effective immediately if: (i) the Consultant fails to cure an Event of Default during the Cure Period; (ii) an individual, firm, corporation, joint venture, or other entity attempts to meet its contractual obligation(s) with the County through fraud, misrepresentation or material misstatement; (iii) a principal of the Consultant is convicted of a felony during the Term of this Agreement; or (iv) if the Consultant is found to have submitted a false certification or to have been, or is subsequently during the Term of this Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or joint venture or other entity has with the County and that such individual, corporation or joint venture or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

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

**13.06 ACTIONS AT TERMINATION**

The Consultant shall, upon receipt of such notice, and as directed by the Department:

- (A) stop all work on the Termination Date specified in the notice;
- (B) take such action as may be necessary for the protection and preservation of the Airport and other County materials and property.
- (C) promptly assemble and submit as provided herein all documents for the Services performed, including reports and correspondence, and all other relevant materials affected by the termination.

**ARTICLE 14 – GENERAL PROVISIONS**

**14.01 ASSIGNMENT**

The Consultant shall not assign, transfer, or convey this Agreement to any person, firm, association, joint venture, corporation, or other entity, in whole or in part without the prior written approval of the Department with such approval being in the Department's

sole discretion. However, the Consultant will be permitted to cause portions of the Services to be performed by Subconsultants, partnerships or joint ventures in an effort to meet disadvantaged business enterprise ("DBE") participation goals, or any other required participation that is determined or permitted.

#### 14.02. SOLICITATION

Except as provided by Section 2-11.1 (s) of the Code, the Consultant warrants: 1) that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement; and 2) that it has not paid, or agreed to pay any company or other person any fee, or commission, gift, or other consideration contingent upon the execution of this Agreement. A breach of this warranty makes this Agreement voidable by the County without liability to the Consultant for any reason whatsoever.

#### 14.03 CONFLICT OF INTEREST

The Consultant agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1 of the Code). Notwithstanding the provisions of any federal, state or County law governing the activities of the hereunder, commencing as of the Effective Date of this Agreement and continuing for the term hereof, the Consultant shall not knowingly enter into any contract or other financial arrangement with any person, corporation, municipality, authority, county, state or country or any Consultant or airline at the Airport, which would constitute a conflict of interests of the County hereunder or with the services provided by the Consultant to the County hereunder. The Miami-Dade County Ethics Commission shall make determination(s), binding upon the parties, as to whether conflicts exist or will exist and if such will be serious enough to constitute a conflict hereunder.

The Consultant represents that no officer, director, employee, agent, or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

The Consultant also represents that, to the best of its actual knowledge:

- (a) There are no undisclosed persons or entities interested with the Consultant in this Agreement. This Agreement is entered into by the Consultant without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other Consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) is interested on behalf of or through the Consultant directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, supplies or Work, to which this Agreement relates or in any portion of the revenues; or



- ii) is an employee, agent, advisor, or consultant to the Consultant or to the best of the Consultant's knowledge any subcontractor or supplier to the Consultant.
- (b) Neither the Consultant nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Consultant shall have an interest which is in conflict with the Consultant's faithful performance of its obligation under this Agreement; provided however, that the County, in its sole discretion, may consent in writing to such a relationship, provided the Consultant provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- (c) The provisions of this Sub-Article are supplemental to, not in lieu of, all applicable laws with respect to conflicts of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- (d) In the event the Consultant has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Consultant shall promptly bring such information to the attention of the Project Manager. Consultant shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions the Consultant receives from the Project Manager in regard to remedying the situation.

**14.04 COMPLIANCE WITH APPLICABLE LAW**

The Consultant shall comply with all applicable provisions of law pertaining to the Services required under this Agreement.

**14.05 RIGHTS TO BE EXERCISED BY DEPARTMENT**

Wherever in this Agreement rights are reserved to the County, the Department may exercise such rights. The Department shall have the right to add, amend or delete any security related portions of the Agreement, in order to meet reasonable security requirements of MDAD or TSA.

**14.06 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, or express mail service to:

To the County:

**Director,  
Miami International Airport, Concourse E, Fifth Floor,  
Miami, Florida 33122  
P.O. Box 025504  
Miami, Florida 33102-5504**

To the Consultant:

**Luis Salomon**  
**Airport & Aviation Professionals, Inc.**  
**5551 Ridgewood Drive, Suite 300**  
**Naples, FL 34108**  
**Phone#: (239) 262-0010**  
**Fax#: (239) 262-8808**  
**Email address: l.salomon@avairpros.com**

or to such other respective addresses as the parties may designate to each other in writing. Notices by Registered or Certified Mail shall be deemed given on the delivery date indicated on the Return Receipt from the United States Postal Service or on the express mail service receipt.

**14.07 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 invalid provisions of this Agreement are severable.

**14.08 RIGHTS RESERVED TO COUNTY**

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

**14.09 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 the Consultant or its operations. Notwithstanding any provision of this Agreement, nothing herein shall bind or obligate the County, MDAD, the Community Zoning Appeals Boards, the Building Department, the Planning and Zoning Department, or any department, board, or agency of the County, to agree to any specific request of Consultant that relates in any way to the regulatory or quasi-judicial power of the County. The County shall be released and held harmless by Consultant from any liability, responsibility, claims, consequential damages or other damages, or losses resulting from the denial or withholding of such requests; provided, however, that this provision shall not preclude any appeal from County action wherein the sole remedy sought is reversal of the County's action or injunctive relief.

**14.10 AUTHORIZED USES ONLY**

Notwithstanding anything to the contrary herein, the Consultant shall not use or permit the use of the Airport for any illegal or unauthorized purpose or for any purpose, which would invalidate any insurance policies of the County, or any policies of insurance written on behalf of the Consultant under this Agreement.

**14.11 SURVIVAL**

Any obligations of the Consultant and the County which by their terms would continue beyond the termination, cancellation or expiration of this Agreement or any Service Order shall survive with such termination, cancellation or expiration.

**14.12 NO DAMAGES FOR DELAY**

The Consultant hereby: (i) agrees to make no claim(s) for damages for delay, whether contemplated or not contemplated, in the performance hereunder occasioned by any act(s) or omission(s) to act of the County, or any of its employees, agents, representatives, or other consultants or subconsultants; and (ii) agrees that any such claim(s) shall be fully compensated for by an extension of time to complete performance of the Services.

**14.13 ADMINISTRATIVE MODIFICATIONS**

It is understood and agreed that the Department, upon written notice to the Consultant, shall have the right to modify administratively and to add, delete, and revise certain Articles and Exhibits to this Agreement pursuant to Sub-Article 14.05, Sub-Article 14.31, and Sub-Article 14.32, provided however that such revisions shall not have a materially adverse effect on either the right of Consultant to be reimbursed for costs and expenses incurred on a timely basis or to receive reasonable compensation for its services.

**14.14 SUBSTITUTION OF PERSONNEL**

In the event the Consultant wishes to substitute personnel for the key personnel identified by the Consultant's Qualification Statement, the Consultant must notify the Department in writing and request written approval for the substitution of personnel with equal or greater qualifications or capabilities to perform the services at least ten (10) business days prior to effecting such substitution.

**14.15 MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEWS**

**INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW:** Pursuant to Miami-Dade County Administrative Order No. 3-20 and in connection with any award, the Department has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the Department deems it appropriate to do so. Upon written notice from the Department, the Consultant shall make available, to the IPSIG retained by the Department, all requested records and documentation pertaining to this Agreement or any subsequent award, for inspection and copying. The Department will be responsible for the payment of these IPSIG services, and under no circumstance shall the Consultant's cost/price for this Agreement be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Consultant, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the Department to conduct, audit or investigate the

operations, activities and performance of the Consultant in connection with this Agreement. The terms of this provision are neither intended nor shall they be construed to impose any liability on the Department by the Consultant or third party.

**MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW:** According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General ("IG") which may, on a random basis, perform audits on all Department contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any contract will be one quarter of one percent (0.25%) of the total contract amount. An IG Audit Account will be established within this Agreement to pay for Inspector General services, (see Sub-Article 14.16). 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 Administrative 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 Department contracts including, but not limited to, those contracts specifically exempted above.

#### **14.16 ACCOUNT TO PAY FOR IG SERVICES**

An Audit Account is hereby established to pay for mandatory random audits by the County's Inspector General. The amount for the Inspector General Audit Account is hereby set at \$13,125.00. The Consultant shall have no entitlement to any of these funds. The County retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this audit account remain the property of the County.

#### **14.17 MISCELLANEOUS AUDIT PROVISIONS**

Nothing herein shall limit the right of the Consultant to contest any action by the Inspector General on any legal or equitable ground. Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this Sub-Article are neither intended nor shall they be construed to impose any liability on the County by the Consultant or third parties.

The County shall be responsible for the payment of the Inspector General services and for the payment of costs of Consultant related to actions by the Office of the Inspector General for clerical staff time for obtaining and copying the documentation, and any documents, provided however, the Consultant shall pay for all audit-related expenses where the audit findings aggregate to greater than or equal to three percent (3%) of the correct amount the County should have paid or been invoiced. The three percent (3%) audit-related expense threshold only applies to the amount(s) audited, and not all of the Consultant's billings. Any overpayment amount(s) discovered by audit shall be reimbursed to the County within a fifteen (15) Day notice of the audit results to the Consultant. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or to review the operations, activities and performance of the Consultant as and to the extent as provided under this Agreement.

#### **14.18 TRADEMARKS AND LICENSES**

The County may require the Consultant as part of its advertising and marketing program, to utilize certain patents, copyrights, trademarks, trade names, logos, computer software and other intellectual property owned by the 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 the Consultant and the Department, on behalf of the County, granting the Consultant the right, license and privilege to use a specific patent, copyright, trademark, trade name, logo, computer software or other intellectual property without requiring payment of fees therefore. Failure of the parties to execute a formal license agreement shall not vest title or interest in such patent, copyright, trademark, trade name, logo, computer software or intellectual property in the Consultant.

#### **14.19 PROPRIETARY RIGHTS**

Consultant warrants that the software, products nor any of its elements nor use thereof supplied under this Contract does or will not infringe upon or violate any patent, copyright, trade secret or any other proprietary right of any their party; in the event of any claim by any third party against County, County shall promptly notify Consultant and Consultant shall defend such claim, in County name, but at Consultant's expense and shall indemnify County against any loss, cost, expense (including reasonable attorney fees), or liability arising out of such claim, whether or not such claim is successful, County shall withhold payment of any sums otherwise required to be paid hereunder.

#### **14.20 HEADINGS**

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

**14.21 BINDING EFFECT**

The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment or subletting.

**14.22 FEDERAL SUBORDINATION**

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

**14.23 GOVERNMENTAL AUTHORITY**

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 the Lessee or its operations.

**14.24 NO ESTOPPEL OR WAIVER**

No acceptance, order, measurement, payment, or certificate of or by a party or its employees or agents shall estop the other party from asserting any right of the ensuing Agreement. There shall be no waiver of the right of a 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 the other party unless such waiver is explicitly made in writing by the party. No delay or failure to exercise a right under the ensuing Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

**14.25 INDEPENDENT CONTRACTOR**

The Consultant shall perform all services described herein as an independent contractor and not as an officer, agent, servant, or employee of the County. All personnel provided by the Consultant in the performance of this Agreement shall be considered to be, at all times, the sole employees of the Consultant under its sole discretion, and not employees or agents of the County.

**14.26 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):**

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

**14.27 FIRST SOURCE HIRING REFERRAL PROGRAM ("FSHRP")**

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Consultant, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five Days, the Consultant is free to fill its vacancies from other sources. Consultant will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://lapps.southfloridaworkforce.com/firstsource/> or by contacting the SFWIB at (305) 594-7615, Extension 407 (Refer to Exhibit B).

**14.28 REQUEST FOR QUALIFICATIONS INCORPORATED AND ORDER OF PREFERENCE**

The Consultant acknowledges that it has submitted to the County a Qualification Statement that was the basis for the award of this Agreement and upon which the County has relied. MDAD RFQ No. MDAD13-03, addenda, and concomitant documents are incorporated by reference into this Agreement. **IN THE EVENT A CONFLICT EXISTS BETWEEN THE RFQ DOCUMENTS AND THIS AGREEMENT, SAID CONFLICT SHALL BE RESOLVED IN THE FOLLOWING PRIORITY: (1) THE TERMS OF THIS AGREEMENT; (2) EXHIBITS TO THE AGREEMENT; (3) ANY RFQ ADDENDA; AND (4) THE RFQ AND CONCOMITANT DOCUMENTS.**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) the Service Order, 2) the Scope of Work in the Agreement, and 3) these terms and conditions other than the Scope of Work.

**14.29 MODIFICATIONS**

This Agreement may be modified and revised by written amendment duly executed by the parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" sufficient to change, modify, extend or otherwise affect the terms of the Agreement. **Any oral representation or modifications concerning this Agreement shall be of no force or effect.**

**14.30. PRIOR AGREEMENTS**

The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. **No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with this Agreement.**

**14.31 RIGHT TO AMEND**

In the event that the FAA or its successor requires modifications or changes in this Agreement as a condition precedent to the granting of its approval or to the obtaining of funds for improvements at the Airport, the Consultant hereby consents to any and all such modifications and changes as may be reasonably required.

**14.32 RIGHT TO MODIFY**

The parties hereto covenant and agree that, during the Agreement term, this Agreement may be unilaterally modified by the Department in order to conform to judicial or Federal Trade Commission ("FTC") or FAA rulings or opinions. This Sub-Article shall not preclude Consultant from contesting said rulings or opinions, but Consultant shall abide by the unilateral change while such a challenge is pending. Except as otherwise specifically provided in this Agreement, this Agreement may not be modified except by a written instrument signed by both parties.

**14.33 INTENT OF AGREEMENT**

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

Neither the Consultant nor the County intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement, and that no third party shall be entitled to assert a claim against either of the parties based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third party or entity under this Agreement.

**14.34 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 by Sub-Article 14.29 and Sub-Article 14.30 to the Agreement, or by written instrument executed by the parties hereto.



**14.35 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT**

Except as otherwise provided for herein, the Total Authorized Amount, including the IG Audit Account, for this Agreement is \$5,263,125.00.

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

BOARD OF COUNTY COMMISSIONERS  
OF MIAMI-DADE COUNTY, FLORIDA

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

Attest: Harvey Ruvin, Clerk

(COUNTY SEAL)

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

Approved for Form  
and Legal Sufficiency

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

**Consultant (If an Individual)**

Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

**Consultant (If a Corporation)**

(Corp. Seal)

Name: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Signature  
LISA SALOTON  
CHIEF OPERATING OFFICER  
Print Name

Attest: Kate McCarthy  
Secretary  
Kate McCarthy  
Print Name

**Consultant (If a Limited Liability Company):**

\_\_\_\_\_  
Name of Company

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

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

WITNESSES TO ABOVE SIGNATURE:

Diane M Kelly  
Signature  
Diane M Kelly  
Print Name  
Tara Carson  
Signature  
Tara Carson  
Print Name

**NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR  
AIRLINE LIAISON OFFICE CONSULTING SERVICES**

**EXHIBIT A  
IMPLEMENTING ORDER 3-41 SMALL BUSINESS  
ENTERPRISE PROGRAM,  
SBD WORKSHEET AND EXECUTED  
SCHEDULE(S) OF INTENT**

## Implementing Order

MIAMI-DADE

Implementing Order No.: 3-41

Title: **SMALL BUSINESS ENTERPRISE (SBE) PROGRAM FOR THE PURCHASE OF GOODS AND SERVICES**

Ordered: 5/3/2011

Effective: 5/13/2011

### AUTHORITY:

Sections 1.01, 2.02 and 5.02 of the Miami-Dade County Home Rule Amendment and Charter and Section 2-8.1.1.1.1 of the Code of Miami-Dade County.

### SUPERSEDES:

This Implementing Order supersedes previous Administrative Order 3-41, ordered April 19, 2005 and effective April 29, 2005.

### POLICY:

- A. This Small Business Enterprise ("SBE") Program shall apply to all County and Public Health Trust contracts for the purchase of goods and services, including professional services other than architectural, engineering, architectural landscape and land surveying professional services governed by Florida Statutes 287.055. The SBE Program shall not apply to construction; leases or rental of real property; licenses and permits; concessions; franchise agreements; contracts for attorney and/or legal services; nor contracts for investment banking services.
- B. It is the policy of Miami-Dade County that a minimum of 10% of the total value of contracts \$50,000 and under be awarded to Micro Enterprises.
- C. Small Business Enterprise Measures may be applied to contracts greater than \$50,000.
- D. The application of contract measures to contracts for goods or services purchased by the Public Health Trust shall be governed by this Implementing Order, except that the Public Health Trust shall establish its own administrative procedures consistent with this Implementing Order to govern the application of contract measures to its purchases of goods and services except for construction and/or architectural and engineering services.

I. DEFINITIONS:

This Implementing Order incorporates completely, definitions listed in the SBE ordinance. Additional terms necessary for the understanding of this Implementing order, are listed below:

- A. Billing means any request for payment by an SBE/Micro Enterprise, whether through a regular invoice, change order, claim, etc.
- B. Board means the Board of County Commissioners of Miami-Dade County, Florida.
- C. Compliance Monitor means the Director of the Department of Small Business Development or designee assigned to review compliance with Ordinance No. 06-29 and this Implementing Order.
- D. Contract Measure means a contract set-aside, a subcontract goal, a bid preference, or a selection factor, singly or in any combination.
- E. Contracting Officer means a department director or his/her designee, who prior to award manages the bid process or post award and has primary responsibility to manage the contract and enforce contract requirements.
- F. County means Miami-Dade County, Florida; a political subdivision of the State of Florida.
- G. Debar means to exclude a contractor, its individual officers, its shareholders with significant interests, its qualifying agent, or its affiliated businesses from county contracting and subcontracting for a specified period, not to exceed five (5) years.
- H. Micro Enterprise means a business entity certified by SBD to provide goods or services, having an actual place of business in Miami-Dade County and whose three year average gross revenues does not exceed \$2 million, or a manufacturer with fifty (50) employees or less, or a wholesaler with fifteen (15) employees or less whose actual place of business is in Miami-Dade County.
- I. NAICS means North American Industry Classification System.
- J. NIGP means National Institute of Governmental Purchasing.
- K. Review Committee or RC means the committee established by the County Mayor or designee to review proposed contracts for the

application of contract measures where SBD and the contracting department have not established consensus.

- L. SBD means the Department of Small Business Development.
- M. *Schedule of Intent Affidavit (SOI)* means a form contained in the bid documents of a SBE contract set-aside or a contract with subcontractor goals in which bidders list at the time of bid submission all SBEs to be used to meet the set-aside or the goal, and the scope of work each will perform, including the goods or services to be provided, and the percentage value of such work.
- N. Small Business Enterprise (SBE) means a business entity certified by SBD, providing goods and services, which has an actual place of business in Miami-Dade County and whose three year average gross revenues does not exceed \$5 million. The term Small Business Enterprise shall also include a manufacturer with one-hundred (100) employees or less or wholesaler with fifty (50) employees or less without regard to gross revenues whose actual place of business is located in Miami-Dade County. Representations as to a business entity's average gross revenues and payroll shall be subject to audit.

The County Mayor or designee shall be authorized to adjust the SBE/Micro-SBE size limits every five (5) years at his/her discretion based on the Consumer Price Index for All Urban Consumers (CPI-U) calculated by the U.S. Department of Commerce or other appropriate tool of inflation measures as applied to Miami-Dade County for the preceding five (5) years. The first indexing adjustment shall occur for the 2013-2014 calendar year using the figures provided for the calendar year ended December 31, 2012, and every five (5) years thereafter. The County Mayor or designee shall advise the Board of any such adjustment.

- O. Utilization Report means a report completed by the successful bidder on a contract that is set-aside, or on a contract with trade set-asides or subcontractor goals listing all work performed in the past month by the SBE identified in the Schedule of Intent Affidavit and all expenditures paid to date to the identified SBE.
- P. Vendor is one who sells goods and/or services.



## II. MANAGEMENT & TECHNICAL ASSISTANCE (MTA) PROGRAM

### A. Description

The Department of Small Business Development (SBD) will provide management and technical assistance and community outreach to certified SBEs and Micro Enterprises performing as vendors and providing goods and/or services to Miami-Dade County. These services will be referred to as the "Program."

### B. Program Requirements

For Micro/SBE firms to participate in the MTA Program they must meet certain program requirements, which includes regular meetings with SBD and participation in community outreach events.

### C. Management and Technical Assistance Services

The Department of Small Business Development will be responsible for providing services to small businesses that should include, but should not be limited to pre- and post-award services and access to business management services. Each firm will be assigned a Technical Assistance Coordinator in order to assess and address their particular needs.

### D. Community Outreach

The Department of Small Business Development shall provide community outreach to stimulate the interest of the small business community in the program. The department shall design and implement an outreach program that will communicate the advantages of the program as well as convincing potential participants that contracting opportunities exist. The program shall provide on-going recruitment and assistance to small businesses.

### E. Program Restrictions

The following restrictions shall apply to the program applicant:

1. An applicant who exceeds the Small Business Enterprise (SBE) Program size standards after one year of being formally notified is prohibited from continued participation.
2. Firm must have an actual place of business in Miami-Dade County.

3. Loss of certification shall result in prohibition from the program.

### III. BONDING AND FINANCIAL ASSISTANCE PROGRAM

#### A. Program Description

Upon the County Commission's approval of a Bonding and Financial Assistance Program and award of the contracts necessary to implement same, SBEs/Micro Enterprises that are certified and in good standing with Miami-Dade County may be eligible to receive bonding and financial assistance. The County shall establish guidelines and procedures for the implementation of the Financial Assistance program to include eligibility requirements for application.

#### B. Program Requirements

##### 1. Bond Application Assistance Process

Upon completion of the bond application package, the same shall be reviewed for completeness and thereafter shall be submitted to the entities with whom the County contracts for the Program. Any additional information required by such entities shall be requested directly from the SBE/Micro Enterprise with a copy of such request to SBD staff.

##### 2. Bonding and Financial Application Process

- a. The Program participant will provide all the necessary documentation to complete a Bonding and/or Financial Assistance application. SBD, through partnering relationships with bonding agencies and lending institutions, shall assist SBEs/Micro Enterprises in obtaining bonding and financial assistance.
- b. SBD shall assist the Program participant in preparing and completing the Bonding and/or Financial Assistance application package.
- c. Upon completion of the Bonding and/or Financial Assistance application package, SBD staff will perform a review of the Program participant's application for completeness and thereafter submit same to the entities with whom SBD has partnered for

the Program. SBD staff shall be notified of the approval status of the bonding or loan application.

#### IV. CERTIFICATION

##### A. Eligibility Requirements

1. SBD is the County agency responsible for certifying, decertifying and re-certifying applicants for the SBE/Micro Enterprise Program.
2. SBE/Micro Enterprise applicants must be profit-motivated businesses. Not-for-profit or non-profit corporations are not eligible for certification.
3. Only firms that meet size limits of SBEs/Micro Enterprises as to average annual gross revenues for the last three years or in the case of manufacturers and wholesalers - the number of full-time, permanent employees, may be certified as SBEs/Micro Enterprises.
4. Size determinations for SBEs/Micro Enterprises certification eligibility shall take into account the combined gross revenues of the applicant firm and all of its domestic and foreign affiliates or in the case of manufacturers and wholesalers - the number of full-time, permanent employees of the applicant firm and all of its domestic and foreign affiliates. All affiliates of the applicant firm, regardless of whether organized for profit, shall be included. Section F below provides additional information regarding affiliation determinations.
5. Applicants and certified SBEs/Micro Enterprises must be properly licensed to conduct business in Miami-Dade County, must perform a commercially useful function with an actual place of business in Miami-Dade County, must be established for at least one (1) year, and must continue to perform a commercially useful function in Miami-Dade County to be eligible for certification or to remain certified. When determining whether the applicant has an actual place of business in Miami-Dade County, SBD shall consider evidence such as, but not limited to:
  - a. The existence of a Miami-Dade County telephone number in the name of the SBE/Micro Enterprise or the

name with which the SBE/Micro Enterprise is doing business; and

b. Offices, premises related to business, or other facilities within Miami-Dade County at which the goods or services to be provided are produced or performed.

c. Local Business Tax Receipt issued by Miami-Dade County,

6. Interested parties may obtain the certification application from SBD and are encouraged to request an explanation of the certification process. A copy of the certification application and an explanation of the certification process are also available on SBD's Web Page through the County's Internet Portal. The Web Page address is <http://www.miamidade.gov/sba>.

B. Terms of Certification

1. Certification for an SBE/Micro Enterprise firm is valid for a three (3) year period. Certification for SBE/Micro Enterprises is continuous within the three year period with the firm's submission of an Affidavit for Continuing Eligibility. SBD shall require that all SBE/Micro firms, in order to continue eligibility, submit an affidavit for Continuing Eligibility annually on or before the Anniversary Date. The Affidavit for Continuing Eligibility shall include, at a minimum:

a. Most recent, signed, complete business tax return(s) or extension(s) for the firm and all affiliates.

b. Current business, professional licenses and certifications, and Local Business Tax Receipt issued by Miami-Dade County.

c. Current lease agreement or warrantee deed for the firm's actual place of business.

d. Notarized, sworn affiliation affidavit.

2. Additional supporting documentation may be required by SBD to verify eligibility.

3. SBD will take the following action if a SBE/Micro firm's Affidavit for Continuing Eligibility is not received on or before the Anniversary Date:
  - a. SBD shall prepare a "Notice of Certification Removal".
  - b. SBD shall mail the Notice to the SBE/Micro firm.
  - c. SBD shall allow the SBE/Micro firm fifteen (15) days from the date of the notice to provide the "Affidavit for Continuing Eligibility" and supporting documentation.
  - d. If the SBE/Micro firm does not provide the "Affidavit for Continuing Eligibility" and supporting documentation within the timeframe stipulated above, SBD shall decertify the firm and notify the firm of the writing of the decertification.
  - e. The "Notice of Certification Removal" will be dated the day following the deadline established pursuant to "c." above.
4. An SBE/Micro Enterprise firm, its individual officers, its shareholders, its qualifying agent or its affiliated businesses that has been denied certification or continuing eligibility, or that has been decertified, is not eligible to apply for certification for twelve (12) months from the time of the denial or decertification. Graduating firms may be eligible to reapply for certification, after filing and submitting their most recent corporate tax return subsequent to graduation, if and only if, said tax return was not previously considered.
5. An SBE/Micro Enterprise must be certified by the applicable type of goods and/or services it provides in accordance with the applicable NAICS/NIGP Commodity Code in which the SBE/Micro Enterprise is licensed (if applicable.). An SBE/Micro Enterprise can be certified in more than one NAICS/NIGP Commodity Codes, SBD will determine the appropriate codes for certification under the program based on the licenses held by the firm and experience submitted to SBD.
6. A business owner, alone or as a member of a group, shall own or control only one SBE/Micro Enterprise firm. If a non-SBE/Micro Enterprise in the same or similar line of business as an SBE/Micro Enterprise has an equity ownership of such

SBE/Micro Enterprise that exceeds ten (10) percent, the SBE/Micro Enterprise shall not be certified or recertified.

7. Certified SBEs/Micro Enterprises shall provide written notice to SBD of any changes that affect their eligibility as SBEs/Micro Enterprises. SBEs/Micro Enterprises shall submit a Change Request Form and supporting documentation describing the nature of the change, and the effective date of the change(s) to SBD within thirty (30) calendar days of the effective date of the change(s). Change Request Forms will be available on-line or upon receipt of written notification from the firm. This form must be completed and returned to SBD in order for the change to be processed by SBD.
8. An SBE/Micro Enterprise must have a valid certification in effect at time of bid submittal. For successful bidders, certification must be maintained from bid award throughout the duration of the agreement. With the exception of graduation from the SBE/Micro Enterprise program, loss of SBE/Micro Enterprise certification may lead to removal of the firm from continued participation in the SBE/Micro Enterprise program. SBD staff shall not be limited to Eligibility Review Meetings (ERMs) and/or site visits when attempting to determine continuing compliance with certification requirements.

C. Certification Process

1. SBD shall collect, analyze and verify all information needed to establish the eligibility of an applicant and continued eligibility of SBEs/Micro Enterprises.
2. SBD shall not certify an applicant, shall not grant continuing eligibility an SBE/Micro Enterprise, and shall decertify an SBE/Micro Enterprise who:
  - a. Fails to comply with the criteria or procedures of the SBE Ordinance, this Implementing Order and/or participation provisions;
  - b. Fails to complete the application process;
  - c. Fails to provide full disclosure;
  - d. Falsifies information; or

e. Has been debarred by the County.

3. SBD shall certify each SBE/Micro Enterprise by the type of good and/or service it performs in accordance with the applicable NAICS/NIGP code(s).
4. SBD shall give written notice, including the reasons for its decision, to applicants who are denied certification and to SBEs/Micro Enterprises who are decertified, or denied continuing eligibility, or have graduated.
5. SBD may require applicants and SBEs/Micro Enterprises to submit information regarding their business operations including, but not limited to, a breakdown of the applicant's or SBE's/Micro Enterprise's ownership and gross annual sales receipts.
6. SBD shall provide written procedures and/or forms for continuing eligibility to certified SBEs/Micro Enterprises no later than thirty (30) calendar days prior to their anniversary date.
7. SBD shall maintain and publish an updated list of SBEs/Micro Enterprises, identifying each listed based on each NAICS/NIGP commodity code(s) by which the SBE is certified.

D. Decertification

1. If during the period of certification, the County receives information that an SBE/Micro Enterprise received certification improperly or that the firm no longer qualifies to be certified as an SBE or Micro Enterprise, then SBD shall conduct an investigation of the allegations.
2. SBD shall decertify the firm if the investigation indicates that:
  - a. The firm cannot be contacted at the last known address;
  - b. The firm is no longer in business;
  - c. The firm is no longer licensed to do the type of business for which it was certified;

- d. The firm obtained its original certification and/or recertification through false representation or deceit; or
  - e. The firm has been debarred by Miami-Dade County.
3. When decertifying an SBE/Micro Enterprise, SBD shall either:
- a. Give notice to the SBE/Micro Enterprise that the decertification decision will be effective at the completion of any appeal under this Implementing Order; or
  - b. Suspend the certification of the SBE/Micro Enterprise during any appeal of the decertification decision.

E. Affiliation Determination

General: Only small firms that meet size limits of SBEs as to average annual adjusted gross revenues for the last three years or number of employees for manufacturers and/or wholesalers may be certified as SBEs. Size determinations for SBE shall take into account the combined gross revenues and/or employees of the applicant firm and all of its domestic and foreign affiliates. All affiliates of the applicant firm, regardless of whether organized for profit, shall be included.

- 1. Affiliation: Firms are considered affiliates of each other when either directly or indirectly:
  - a. One firm controls or has the power to control the other, or
  - b. A third party or parties controls or has the power to control both, or
  - c. An identity of interest between or among parties exists such that affiliation may be found.
- 2. In determining whether affiliation exists, consideration shall be given to all appropriate factors, including but not limited to common ownership, related business lines or related scopes of work, common facilities, common management, and contractual relationships. Examples of affiliation include:



a. Nature of control in determining affiliation

- 1) Every firm is considered to have one or more parties who directly or indirectly control or have the power to control it. Control may be affirmative or negative and it is immaterial whether it is exercised so long as the power to control exists.
- 2) Control can arise through stock ownership; occupancy of director, officer or key employee positions; contractual or other business relations; or combinations of these and other factors.

b. Identity of interest between and among persons as an affiliation determinant. Affiliation can arise between or among two or more persons with an identity of interest, such as members of the same family or persons with common investments in more than one firm. In determining who controls or has the power to control a firm, persons with an identity of interest may be treated as though they were one person.

3. Affiliation through stock ownership.

4. Affiliation through common management. Affiliation generally arises where officers, directors, or key employees serve as the majority or otherwise as the controlling element of the board of directors and/or the management of another firm.

5. Affiliation through common facilities. Affiliation generally arises where one firm shares office space and/or employees and/or other facilities with another firm, particularly where such firms are in the same or related industry or field of operations, or where such firms were formerly affiliated.

6. Affiliation with a newly organized firm. Affiliation generally arises where former officers, directors, principal stockholders, and/or key employees of one firm organize a new firm in the same or a related industry or field of operation, and serve as its officers, directors, principal stockholders, and/or key employees, and the firm is furnishing or will furnish the other firm with sub-consulting agreements, financial or technical assistance, proposal or

performance bond indemnification, and/or other facilities, whether for a fee or otherwise.

7. Affiliation through contractual relationships. Affiliation generally arises where one firm is dependent upon another firm for consulting agreements and business to such a degree that its economic viability would be in jeopardy without such agreements/business.
8. Affiliation under joint venture arrangements

#### V. JOINT VENTURES BIDDING ON CONTRACTS WITH SBE MEASURES

- A. Bidders who are joint ventures, one of whose venturers is an SBE, may receive credit towards meeting an SBE contract measure where the joint venture has been approved by SBD in accordance with this Implementing Order. Joint ventures must be lawfully established as business entities with actual places of business in Miami-Dade County.
- B. Joint Ventures must be approved by SBD prior to bid submittal. A joint venture is permissible only where the SBE/Micro Enterprise lacks the necessary capacity to perform the contract on its own and the agreement is fair and equitable and will be of substantial benefit to the SBE/Micro Enterprise. However, where SBD concludes that an SBE/Micro Enterprise brings only its certification as contribution to the joint venture relationship, SBD will not approve the joint venture. A Joint Venture Agreement is complete when it includes all required supporting information.
- C. The SBE/Micro Enterprise member of the joint venture shall be responsible for a distinct clearly defined portion of work of the contract and whose share in the capital contribution, control management, risks and profits of the joint venture are commensurate with its ownership interest.
- D. Agreements establishing joint ventures shall be in writing and shall specify work and financial risk assumed by the SBE/Micro Enterprise.
- E. Bid and contract documents shall require that the portion of the work to be performed by the SBE/Micro Enterprise member of the joint venture be set forth in detail separately from the work to be performed by the non-SBE/Micro Enterprise member.

- F. A joint venture agreement must specify the distribution of profits for the Joint Venture and must specify what the combined SBE or Micro Enterprise participants will receive and the specified percentage of the profits earned by the Joint Venture.
- G. Joint ventures must submit, prior to bid or proposal submission, a Joint Venture Agreement containing the following:
1. A description of the financial contribution of each member;
  2. A list of the personnel and equipment used by each member;
  3. A detailed breakdown of the responsibility of each member and the work to be performed by each member;
  4. An explanation of how profits and/or losses will be distributed;
  5. A description of any management or incentive fees for the member;
  6. A statement of the percentage of the joint venture that is owned and controlled by the qualifying members and the basis for such percentages; and
  7. A copy of any required State certificates or registrations.
- H. Joint ventures with at least fifty-one (51) percent SBE membership may bid on set-aside contracts valued \$500,000 and above. The SBE/Micro Enterprise participant in the joint venture shall count towards meeting any subcontract goal with that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work that the SBE/Micro Enterprise performs.
- I. If the SBE member of the joint venture is unable to perform at anytime during the contract period, the non-SBE member shall subcontract with an SBE to provide the services to be provided by the prior SBE member. The non-SBE member must request approval for the change from SBD by submitting a request in writing addressed to the Director of SBD through the Contracting Officer. The request must include a Schedule of Intent Affidavit and verification from the SBE member that it is unable to perform. The Compliance Monitor shall review the request and make a recommendation regarding the SBE subcontractor to the Contracting Officer.

## VI. PROGRAM MANAGEMENT

### A. Contracts \$50,000 and Under

1. County Departments/agencies that issue or use contracts are required within the fiscal year to expend a minimum 10% of the total value of contracts for goods and/or services \$50,000 and under with Micro Enterprises. An automatic 10% bid preference will be applied to bids/quotes submitted by Micro Enterprises. The preference amount shall be deducted from the total bid, or quoted price in order to calculate the price to be used for evaluation. County Departments are also required to solicit bids or quotes from at least four firms where available (two available certified Micro Enterprises and two non-certified firms).
2. SBD shall review reports of the utilization of Micro Enterprises and shall inform departments failing to meet the requirements set forth herein, and shall report awards to Micro Enterprises to the BCC bi-annually.

### B. Contracts Greater than \$50,000

1. Prior to advertisement, each contract, purchase, or blanket purchase of goods or services in excess of fifty thousand dollars (\$50,000), and each purchase order that may accumulate an aggregate amount greater than fifty thousand dollars (\$50,000) shall be reviewed for the application of contract measures.
2. Departments shall submit contracts to SBD to review for the application of measures and shall work in conjunction with SBD in making a recommendation. SBD shall seek concurrence with the issuing and user departments when making a recommendation. Departments shall advise SBD of any contract advertisement dates that are in excess of 120 days of the initial RC recommendation. Departments shall also advise SBD of any projects not advertised within 180 days of the recommendation. Those contracts not advertised within 180 days will be re-submitted to SBD for reconsideration.
3. Department shall advise SBD of any changes in bid specifications, post award changes and all contracts with measures that are cancelled.

4. The County Mayor or designee may approve emergency purchases with measures that meet the County's definition of emergency. Such measures shall be submitted to SBD for ratification.
5. Standard participation provisions shall be included in all contract documents with applied measures unless SBD approves substitute proposal documents.

## VII. CONTRACT ADMINISTRATION

### A. Pre-Award Compliance Review

1. Bid documents shall require bidders to submit a completed Schedule of Intent Affidavit at the time of bid submission identifying all SBEs to be utilized to meet the subcontractor goal, the commodity code of the work each will perform, the dollar value of such work, and incorporating the prompt payment obligations and rights provided by the SBE Program. Upon notification from SBD, bidders are allowed up to 48-hours to cure correctable defects on the Schedule of Intent Affidavit. Correctable defects may include: percentage of work not identified for subcontractor on Schedule of Intent Affidavit signed by subcontractor, no signature of subcontractor on the Schedule of Intent Affidavit and no signature of prime contractor on the Schedule of Intent Affidavit. Non-correctable defects may include: blank Schedule of Intent Affidavit and listing of non-certified subcontractor. Failure to correct defects within 48 hours of notification by SBD may be deemed non-responsive. Failure to submit the required Schedule of Intent Affidavit shall deem the bid/proposal non-responsive.
2. The Compliance Monitor shall notify the bidder in writing stating the facts and the reasons on which the non-compliance is based. Upon notification from SBD, the bidder may request a meeting in writing within two business days from the date of the notification of non-compliance. The bidder shall supply further relevant information as required by the Compliance Monitor. No new altered Schedule of Intent Affidavit will be accepted.
3. The Compliance Monitor shall issue a written recommendation to the Contracting Officer that includes facts and reasons for the bidder's compliance or noncompliance.

## VIII. APPLICATION OF CONTRACT MEASURES

### A. Set-asides:

The County Commission or Public Health Trust may determine if it is in its best interest to waive competitive bidding or selection requirements and set-aside a contract for SBEs where, prior to bid advertisement, there are at least three (3) available SBEs to perform the set-aside contract.

### B. Subcontractor Goals:

A recommendation to apply a subcontractor goal is appropriate when there are three or more certified firms available to provide the portion of the contract.

### C. Bid Preference:

1. A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on projects greater than \$1 million that are not set-aside. The preference shall be utilized for bid evaluation, and shall not affect the contract price. SBEs are not accorded a bid preference on contracts under \$50,000. Contract documents shall include standard language indicating the application of a bid preference.
2. On contracts on which a preference is applied, SBD shall conduct a periodic review of contracts hereunder and will prepare a report to the issuing department's director.

### D. SBE Selection Factor:

1. Any bidder that is an SBE or a joint venture with an SBE, shall be accorded a selection factor on RFPs, RFQs, and RFIs for contracts greater than \$50,000 that are not set-aside for bidding solely by SBEs. Contract documents shall include standard language indicating the application of a selection factor.

### E. Review Process

1. SBD shall publish a list of projects under review daily on the department's webpage. SBD shall review the proposed contracts and the departmental recommendations. Should SBD and the Department(s) not reach consensus, on recommended measures or goals, and when public input

requires deliberation regarding the measure/goal the contract will go through the Review Committee Process, as detailed below. Upon obtaining departmental concurrence with the recommended measure, SBD shall post projects and recommended goals daily on the SBD web page.

2. SBD shall consider public comments in writing on projects pre- and post measure or goal recommendations.
3. All projects with recommended measures shall contain language to allow for public comment to be submitted to SBD within 36 hours of posting via a designated email address or mail.
4. All advertised projects shall contain language to allow for public comments to be submitted to SBD within 36 hours of date of advertisement via a designated email address or mail. SBD and the contracting department shall review comments and make recommendations, as applicable, to the Mayor or designee.
5. Changes to goal recommendations, approved by the Mayor or designee, as a result of public comment shall require issuance of an addendum to the project advertisement.

F. Review Committee Process

SBD is responsible for recommending to the Mayor or designee whether to apply SBE set-asides or subcontractor goals to a contract. The Mayor or designee may accept, reject, modify or otherwise alter SBD's or Review Committee's recommendation.

1. All recommendations shall be agreed upon between SBD and the contracting department, prior to final recommendation to the Mayor or designee.
2. The Mayor or designee shall establish a standing Review Committee (RC) to meet periodically, or as often as needed, to review projects in which consensus was not established between SBD and the contracting department and when public input requires deliberation regarding the measure/goal. The RC will make recommendations to the Mayor or designee.
3. The RC shall conduct public deliberations and make recommendations whether to apply SBE set-asides or

subcontractor goals to a contract. The Mayor or designee may accept, reject, modify or otherwise alter SBD's or Review Committee's recommendation.

4. The standing members of the RC shall be: Director, Public Works Department; Director, Office of Capital Improvements; Director, Department of Procurement Management; a rotating Director of the County's capital departments or their designees; and a County Manager appointed Chairperson. A quorum of the RC shall be three (3) members. Staff support shall be provided to the Review Committee by SBD.
5. SBD shall staff the RC and make recommendations of measures to the RC and County Mayor or designee.
6. The RC shall meet as needed. SBD shall timely publish meetings, listing the meeting location, date, and time. All RC meetings are subject to Government-in-the-Sunshine requirements. The chair shall allow participation of the public at RC meetings consistent with accomplishing the agenda of the RC.
7. The RC shall have authority to promulgate rules of general application to carry out its responsibilities, which rules are subject to review and approval by the County Mayor or designee.
8. The RC may, after public deliberation and consideration of alternatives, accept, reject, modify or otherwise alter the staff recommendation. The County Mayor or designee may accept, reject, modify or otherwise alter SBD's recommendations. The Board of County Commissioners may accept, reject, modify or otherwise alter the County Manager's recommendations. The Mayor may accept or veto the Board of County Commissioners' recommendations. In accordance with the policy established by the Board of County Commissioners, the Board of County Commissioners may overrule the Mayor's veto.

IX. BIDDER'S RESPONSIBILITY WHERE A SBE SUBCONTRACTOR GOAL IS APPLIED:

Bid documents to which an SBE subcontractor goal is applied shall require bidders to submit a signed Schedule of Intent Affidavit at the time of bid submission identifying all SBEs to be utilized to meet the SBE subcontractor goal. Each Schedule of Intent Affidavit shall specify the scope of work and commodity code the SBE will perform if appropriate,



including the type goods or services the SBE will provide. Bidders/proposers shall be allowed up to 48-hours to cure correctable defects in the Schedule of Intent Affidavit. The Successful Bidder shall enter into a written subcontract agreement for approval, corresponding in all respects to the Successful Bidder's Schedule of Intent Affidavit to include the type of goods and services the SBE is to provide and the percentage and price. Each subcontract agreement shall incorporate the prompt payment obligations and rights provided by the Small Business Enterprise Program.

X. PROMPT PAYMENT:

It is the County's intent that all firms, including SBEs and Micro Enterprises providing goods and services to the County, shall receive payments promptly in order to maintain sufficient cash flow. The prime vendor in direct privity with the SBE must notify the SBE, the managing agency and SBD, in writing, of those amounts billed by the SBE that are in dispute, and the specific reasons why they are in dispute, within fourteen (14) calendar days of submittal of such billing by the SBE/Micro Enterprise. Failure of the prime vendor to comply with the applicable requirements of this Section shall result in the forfeiture of the right to use the dispute as justification for not paying the SBE and payment shall be forthcoming.

A. Contracting Officer's Responsibilities

1. The Contracting Officer administering a contract with an SBE measure shall forward undisputed billings from SBE/Micro Enterprise prime contractors to the Finance Department for payment within 14 calendar days of receipt of such billings.
2. The Contracting Officer must notify the SBE/Micro Enterprise prime contractor and SBD, in writing, of those amounts billed by the SBE/Micro Enterprise that are in dispute, and the specific reasons why they are in dispute, within fourteen (14) calendar days of submittal of such billing by the SBE/Micro Enterprise. Failure of the Contracting Officer to comply with the applicable requirements of this Section shall result in the forfeiture of the right to use the dispute as justification for not paying the SBE/Micro Enterprise and payment shall be forthcoming from the County by the next billing date or 30 calendar days from receipt of billing, whichever is less.
3. An SBE/Micro Enterprise prime contractor may invoice the County 1% Interest per month for any undisputed amount that is not paid promptly as provided by this subsection.

4. SBD may investigate reported instances of late payment to SBEs/Micro Enterprises.
5. Departments shall report disputed invoices to the Board on a quarterly basis.

#### XI. POST AWARD COMPLIANCE AND MONITORING

- A. SBD shall monitor and enforce the compliance of the vendor with the requirements of this Implementing Order, and any related program requirements, during the duration of the contract and may monitor for up to one year after notice of completion of the work or full payment of contract obligations, whichever comes last.
- B. Successful Bidders and SBE/Micro Enterprises shall permit the County to have access during normal business hours to all books and records relating to the compliance with the contract measure applied to the contract or relating to compliance with certification requirements. This right of access shall be granted for one year after completion of the work or full payment of contract obligations, whichever comes last, or for one year after the expiration of SBE certification.
- C. Successful Bidders and SBEs/Micro Enterprises shall permit the County to have access to employees performing work during normal business hours in order to conduct visual inspections and interviews that may be conducted private when necessitated by County staff.
- D. Successful Bidders and SBEs/Micro Enterprises shall comply with all reporting requirements established by SBD. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or administrative penalties by the County.
- E. In the event that during the performance of a contract containing an SBE subcontractor goal, an SBE is not able to provide the services specified in the Schedule of Intent Affidavit submitted at the time of bid, the Successful Bidder must locate an SBE to substitute. The Successful Bidder must receive approval for substitution from SBD. A Successful Bidder that cannot secure a substitute SBE must provide a written statement to the Compliance Monitor.
- F. SBD shall be responsible for monitoring the performance of the Successful Bidder regarding compliance with a contract measure applied to the contract. The Compliance Monitor may, at his or her

discretion, investigate deviations in the utilization of SBEs from that required by the contract and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the contract measure stated in the contract that shall be monitored include, but are not limited to:

1. Termination of an SBE's subcontract agreement
2. Reduction in the scope of work to be performed by an SBE
3. Modifications to the terms of payment or price to be paid to an SBE
4. Failure to enter into a contract with an SBE being utilized to meet a contract measure

G. If, after execution of a subcontract agreement, the Successful Bidder submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been aware, until subsequent to the date of execution of such subcontract, an SBE, who entered into such subcontract has committed a material breach of the subcontract agreement, the Successful Bidder shall be entitled to exercise such rights as may be available to him/her to terminate the subcontract agreement. The procedures of paragraphs H and I below apply to this paragraph.

H. County's Determination of Bidder's Excusal or Termination of SBE Subcontract Agreement.

If the Successful Bidder at any time submits a written request to the Contracting Officer under the prior two paragraphs, the Contracting Officer as soon as practicable, shall determine whether the Successful Bidder has made the requisite demonstration; and shall not determine that such a demonstration has not been made without first providing the Successful Bidder, upon notice, an opportunity to present pertinent information and arguments. The procedures of paragraph I below apply to this paragraph.

I. Alternative Subcontracts.

If the Successful Bidder is excused from entering into a subcontract or rightfully terminates a subcontract under this Implementing Order

and without such subcontract the Successful Bidder will not achieve the level of SBE participation upon which the contract was awarded, the Successful Bidder shall make every reasonable effort to propose and submit a Schedule of Intent Affidavit and enter into an alternative subcontract or subcontracts for the same work to be performed by another available SBE as appropriate, for a subcontract price or prices totaling not less than the subcontract price under the excused or terminated subcontract, less all amounts previously paid thereunder. The Successful Bidder must submit to the Compliance Officer a Schedule of Intent Affidavit and subcontract agreement with the new SBE and provide all documentation required by the County. A Successful Bidder that cannot secure a substitute SBE must provide all supporting documentation required by the County. The procedures of paragraphs 1 and 2 below apply to this paragraph:

1. The Compliance Monitor may require the Successful Bidder to produce such information, as the Compliance Monitor deems appropriate and may obtain further information from other sources. The Compliance Monitor shall make his/her recommendation under this paragraph to the Contracting Officer and forward a copy to the bidder.
2. The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five business days from the Successful Bidder's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, and as he/she in his/her discretion may determine, will reply to the Successful Bidder's written objection within ten business days of receipt of these objections.

## XII. CONTRACTUAL SANCTIONS

- A. Bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's or SBE/Micro Enterprise's violation of or failure to comply with the Small Business Enterprise Program Ordinance and this implementing order may result in the imposition of one or more of the following sanctions:
  1. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
  2. Work stoppage; or

3. Termination, suspension, or cancellation of the contract in whole or part.

B. In the event a bidder or SBE/Micro Enterprise attempts to comply with the provisions of this implementing order through fraud, misrepresentation, or material misstatement, the County shall, whenever practicable, terminate the contract or require the termination or cancellation of the subcontract for the project on which the bidder or SBE committed such acts. In addition, and as a further sanction, the County may impose any of the above-stated sanctions on any other contracts and subcontracts the bidder or SBE has on other County projects. In each instance, the bidder or SBE shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The bidder or SBE/Micro Enterprise may also be subject to debarment.

C. The foregoing notwithstanding, the Mayor or designee shall include language in all prospective projects containing an SBE goal which provides that, in addition to any other sanction for failure to fulfill the SBE goal requirements for such contract, the contractor's eligibility to receive any future County contract shall be conditioned upon the contractor making up the deficit in SBE participation in such future contract by having SBEs perform work equal to double the dollar value of the deficiency in the SBE goal in the prior contract.

D. The foregoing obligation shall be in addition to any SBE goal otherwise applicable to the future contract. The procedures for making up the SBE deficit shall follow SBD policy.

E. Some of the contractual violations that may result in the imposition of sanctions listed in this implementing order include, but are not limited, to the following:

1. An SBE/Micro Enterprise serving as a conduit for SBE work awarded to a firm as an SBE, but which is being performed by a non-SBE firm;
2. A prime vendor not meeting SBE contract measure;
3. Not obtaining or retaining SBE/Micro Enterprise certification while performing work designated for SBE/Micro Enterprise firms;
4. Failure to timely submit utilization reports;

5. Failure to comply with SBE/Micro Enterprise certification requirements, including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
6. Failure to maintain certification;
7. Deviations from the SBE Schedule of Intent Affidavit without prior approval from SBD;
8. Termination of the SBE's Schedule of Intent Affidavit without prior approval from SBD;
9. Reduction of the scope of work of a first tier SBE subcontract without prior approval from SBD; and
10. Modifications to the terms and/or prices of payment to an SBE without prior approval from SBD.
11. Failure to comply with the Living Wage Ordinance pursuant to Section 2-8.9 of the Code of Miami-Dade County.

### XIII. Administrative Penalties

Administrative penalties may range from de-certification to debarment. The County Mayor or designee may impose, notwithstanding any other provision of this section, one or more of the following penalties for violation of or noncompliance with this implementing order and bid documents:

- A. The exclusion from county contracting and subcontracting for a specified period of time, not to exceed three (3) years, of a contractor, its individual officers, its shareholders with significant interests, and its affiliated businesses.
- B. The loss of eligibility to be certified as an SBE or Micro Enterprise for a specified period of time, not to exceed three (3) years, for an applicant or a SBE or Micro Enterprise, its individual officers, its shareholders with significant interests, and its affiliated businesses.
- C. Where a contractor, its individual officers, shareholders with significant interests, or its affiliated businesses, attempts to comply with the provisions of this implementing order through fraud, misrepresentation, or material misstatement, all such individuals and entities participating in the fraud, misrepresentation or material misstatement shall be excluded from County contracting, and SBE

or Micro Enterprise certification for a specified period of time, not to exceed 5 years.

- D. If any individual or corporation, partnership or other entity, or any individual officer, shareholder with significant interests, director or partner of such entity or affiliated business of such entity participates in an attempt to comply with the provisions of this implementing order through fraud, misrepresentation, or material misstatement, all such individuals and entities participating in the fraud, misrepresentation or material misstatement shall be excluded from County contracting, subcontracting, and SBE or Micro Enterprise certification, for a specified period of time, not to exceed five (5) years.
- E. If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was pervasive, the Mayor or designee may order that the contract work be suspended or terminated, and that the non-complying contractor or subcontractor and the principal owners and/or qualifying agent thereof be prohibited from bidding on or otherwise participating in County construction contracts for a period not exceed three (3) years.
- F. If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was limited to isolated instances and was not pervasive, the County Mayor or designee may, in the case of a goal deficit, order a penalty amount to be withheld from the contractor for such noncompliance as follows: for the first deficit, a penalty in an amount equal to 10% of the amount thereof; for the second deficit, a penalty in an amount equal to 20% thereof; for the third and successive deficits, a penalty in an amount equal to 30% thereof. A fourth violation and finding of noncompliance, shall constitute a default of the subject contract and shall be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray SBD's costs of administering Section the program.
- G. If the required payment is not made within thirty (30) days of the administrative hearing or final resolution of any appeal there from, the non-complying contractor or subcontractor and the principal owner(s) and qualifying agent(s) thereof shall be prohibited from bidding on or otherwise participating in County construction contracts for a period not to exceed three (3) years.

#### XIV. Appeals Process

- A. Any firm that is denied certification, decertified, or issued a determination of noncompliance with the requirements of this Implementing Order, Section 2-8.1.1.1.1, Code of Miami-Dade County, as amended, or implementing bid documents may appeal such action. The Compliance Monitor shall notify the affected party, in writing, setting forth the reasons for the determination and advising of this appeals process. The affected party may appeal the determination by filing a written appeal with the Director of SBD within thirty (30) days of receipt of the notice. This appeals process does not apply to appeals of decisions made pursuant to bid documents implementing the SBE program when such bid documents provide procedures for appeals of such decisions.
- B. Decisions by the County Mayor under this Implementing Order shall be final.
- C. PROCEDURES FOR ADMINISTRATIVE HEARING:

The procedure for administrative hearings shall provide that:

1. SBD will schedule a hearing date before a hearing officer, upon timely receipt of a request for an administrative hearing along with a \$250 nonrefundable filing fee to appeal certification denial, decertification or a determination of non-compliance with the requirements of this Implementing Order, section 2-8.1.1.1.1, Miami-Dade County, as amended, or implementing bid documents.
2. The prevailing party shall not incur any additional expenses, fees or penalties. The unsuccessful appellant shall be responsible for all additional fees, costs and penalties associated with the appeal.
3. SBD shall serve upon the firm, contractor (or subcontractor) and/or lessee a notice of hearing within five (5) working days of the appointment of the administrative hearing officer. Such notice shall include:
  - a. A copy of SBD's determination of non-compliance, as appropriate, outlining alleged prohibited practices upon which it is based;



- b. A description of the administrative penalties being considered;
4. An administrative hearing shall be scheduled to be heard before an administrative hearing officer within twenty (20) days after service of the notice. The notice shall also advise the appellant that he or she may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them;
5. Within five (5) days after completion of the administrative hearing, the administrative hearing officer shall submit his/her findings of facts, conclusions and recommendations together with a transcript of all the evidence taken before him/her and all the exhibits received by him/her, to the Mayor or designee, who (i) may sustain, reverse or modify the hearing officer's recommendations and (ii) shall render a final decision, in writing. The determination of the Mayor may be reviewed by an appropriate court in the manner provided in the Florida Rules of Appellate Procedure.

D. QUALIFICATIONS OF HEARING OFFICERS:

1. Administrative hearing officers shall be residents of Miami-Dade County who possess outstanding reputations for civic pride, interest, integrity, responsibility, and business or professional ability. Appointments shall be made by the County Mayor or designee. The list of administrative hearing officers should include retired judges who are licensed and admitted to practice law in the State of Florida, or arbitrators or mediators certified by the Eleventh Judicial Circuit or State Bar Association. Appointees should become acquainted with this Implementing Order and the provisions of section 2-8:1.1.1.1, Code of Miami-Dade County, as amended, applicable to the particular violation(s) to be heard. Additional qualifications include, but are not limited to, experience in equal opportunity, anti-discrimination, contracting, procurement, bonding or financial services activities. Such appointments shall be submitted to the Clerk of the Board of County Commissioners for ratification by the Clerk. The Clerk shall submit an annual report to the Board on the number of women who have served as administrative hearing officers.

2. The County Mayor or designee shall appoint as many administrative hearing officers as are deemed necessary. Every effort will be made to ensure that the appointment of hearing officers reflect the diversity of the demographics of Miami-Dade County. Appointments shall be made for a term of one (1) year. Any administrative hearing officer may be reappointed at the discretion of the County Mayor, subject to ratification by the Clerk of the Board of County Commissioners. There shall be no limit on the number of reappointments that may be given to any individual administrative hearing officer; provided, however, that a determination as to reappointment must be made for each administrative hearing officer at the end of his or her one-year term. The County Mayor shall have the authority to remove administrative hearing officers at any time. Appointments to fill a vacancy shall be for the remainder of the unexpired term.
3. Administrative hearing officers shall not be County employees but shall be compensated for their services.
4. The Miami-Dade County Attorney's Office shall serve as general counsel to the administrative hearing officer.

This Implementing Order is hereby submitted to the Board of County Commissioners of Miami-Dade County, Florida.

County Manager

Approved by the County Attorney as  
to form and legal sufficiency



**Small Business Development Division  
Project Worksheet**

Project/Contract Title: AIRLINE LIAISON OFFICE CONSULTING SERVICES Received Date: 03/17/2014  
 Project/Contract No: RFQ NO: MDAD-13-03 Funding Source: MDAD OPERATIONS  
 Department: MIAMI DADE AVIATION DEPARTMENT  
 Estimated Cost of Project/Bid: \$5,250,000.00 Resubmittal Date(s): 10/15/2013  
02/25/2014  
 Description of Project/Bid: To establish a contract for a consultant to provide Airline Liaison Office (ALO) services between MDAD and the airlines through the Miami Airport Affairs Committee (MAAC). The successful respondent will provide a single point of contact for MDAD as it relates to coordination of issues with MAAC on matters with broad implications to airlines related to airport, technical, operations, and airport affairs.

Contract Measures Recommendation		
Measure	Program	Goal Percent
Goal	SBE	20.00%

**Reasons for Recommendation**

This project meets all the criteria set forth in LO: # 3-41

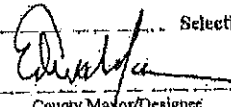
Attempts were made at establishing an SBE Set-Aside for this project; as such, SBE firms certified in the required Commodity Codes were polled; none responded in the affirmative satisfying the high "Airport Liaison Office" (ALO) requirements and minimum qualifications. SBD-1SD concurs with the 20% SBE Goal recommendation by MDAD, with the understanding that the minimum requirements/qualifications stipulated, are only applicable to the prime.

Commodity Code: 918-Consulting Services; 91800-Consulting Services; 91804-Accounting/Auditing/Budget Consulting; 91815-Architectural Consulting; 91817-Aviation Consulting; 91831-Construction Consulting; 91842-Engineering Consulting; 91846-Feasibility Studies (Consulting); 91849-Finance/Economics Consulting; 91875-Management Consulting

Small Business Contract Measure Recommendation				
Subtrade	Cat. SBE	Estimated Value	% of Items to Base Bid	Availability
		\$1,050,000.00	20.00%	
<b>Total</b>		\$1,050,000.00	20.00%	

Living Wages: YES  NO   
 Responsible Wages: YES  NO

*Responsible Wages and Benefits applies to all construction projects over \$100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.*

REVIEW RECOMMENDATION			
Tier 1 Set Aside	Level 1	Tier 2 Set Aside	Level 3
Trade Set Aside (MCC)	Goal	Bid Preference	
No Measure	Deferred	Selection Factor	
CWP	 County Mayor/Designer		4/2/14 Date

DDDR000 v20130110

**SCHEDULE OF INTENT AFFIDAVIT (SOI) SMALL BUSINESS ENTERPRISE PROGRAM**

**SCHEDULE OF INTENT AFFIDAVIT (SOI) SMALL BUSINESS ENTERPRISE PROGRAM**

**THIS SCHEDULE OF INTENT AFFIDAVIT (SOI) IS A STATEMENT OF INTENT ONLY. IT DOES NOT CONSTITUTE AN OFFER OR A CONTRACT. THE CONTRACT WILL BE MEASURED BY THE TERMS OF THE CONTRACT DOCUMENTS.**

Name of Bidder/Proposer: Airport & Aviation Professionals, Inc. Contact Person: Luis Salomon  
 Address: 5551 Ridgewood Dr., Suite 309, Naples, FL 34108 Phone: 239-262-9040 Fax: 239-262-8808 Email: lssalomon@airport.com  
 Project Name: Airline Liaison Office Consulting Services Project Number: MDAD-13-03  
 SBE/Minority/M-WBE: 20%

Name of Bidder/Proposer	Certification No. (if available)	Certification Expiration Date (if applicable)	Community Code	Type of SBE work to be performed by Bidder (if applicable)	Bidder % of Bid
				Prime Contractor Total Percentage	

The undersigned intends to perform the following work in connection with the above contract:

Name of Subcontractor	Certification No.	Certification Expiration Date	Community Code	Type of SBE work (Goods and Services) to be performed by Subcontractor	Subcontractor % of Bid
LVS ASSOCIATES	30821	04/30/2015	725	Consulting Services Architectural Consulting Construction Consulting Engineering Consulting Civil Engineering	20%

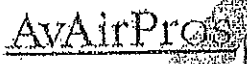
Subcontractor Total Percentage: \_\_\_\_\_

I certify that the requirements contained in this form are to the best of my knowledge true and accurate. I assure that I will enter into a sub-estimated agreement with the above listed SBE, subcontractor or if awarded the listed project.

Bidder/Proposer Signature: [Signature] Bidder/Proposer Print Name: Luis Salomon Chief Operating Officer  
 Date: MAY 15, 2014  
 Bidder/Proposer Title: Chief Operating Officer  
 Bidder/Proposer Print Name: F. ANTONIO ROSASAL Principal  
 Bidder/Proposer Title: Subcontractor Print Name

Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.

SBD 604



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mi-dade.com

Responsible, Planning and Construction  
Department  
431 NW 1 Street, 36th Floor  
Miami, Florida 33130  
Tel: 305-375-3000

April 27, 2012

Case: 10-1000  
Request Date: 04/27/2012 - 04/27/2012  
Expire Date: 04/27/2012

Mr. Felix Ramirez  
Chief Architect  
1771 Fontaine Lakes Blvd, Suite 100  
Westchester, FL 33584-5511

AMANDA ANTHONY/AVP CONTRACTS

Dear Mr. Ramirez:

United Business Development (UBD), a division of Responsible, Planning and Construction Department (RPCD) has participated in review of your qualifications and information of your corporation. Your firm is officially qualified as a Subcontractor Business Development in accordance with section 251.1, 1-1, 1 of the Code of Official Code of Florida.

Your qualification is valid for three years beginning from the date of your registration in the database. You are required to submit a "Continuing Eligible Status" annually with specific information regarding your company data and related issues. You are required to maintain all your firm's information. Your failure to comply with the said responsibilities may result in immediate deletion of your firm. Please inform your firm if you require a full requalification before the next scheduled date. Inquiries should be directed to the responsible party.

It is very important that you remain qualified, since in a business change in your firm, the data will not be updated, address, changes, company of work being performed, etc. Qualification will allow business and a physical location of the firm, you must notify the office by writing within 30 days, notification should include company name, address, and telephone number. Failure to notify within 30 days will result in your firm's removal from the database.

Your company is not listed in the following categories as listed below, please notify the office by the next possible date to contact with small business assistance. Please note that the categories listed are very broad and the small business category is not intended to be a barrier to entry. The office will be able to assist you in the following categories: small business assistance, etc.

Thank you for being qualified with Miami-Dade County.

Amanda Anthony, Director  
Responsible, Planning and Construction Department  
Responsible, Planning and Construction Department

THE QUALIFICATION STATEMENT MAY BE CHALLENGED ONLY UNDER THE FOLLOWING CIRCUMSTANCES:  
1. THE QUALIFICATION STATEMENT IS INCOMPLETE OR INACCURATE.  
2. THE QUALIFICATION STATEMENT IS NOT SUPPORTED BY THE INFORMATION PROVIDED.  
3. THE QUALIFICATION STATEMENT IS NOT SUPPORTED BY THE INFORMATION PROVIDED.  
4. THE QUALIFICATION STATEMENT IS NOT SUPPORTED BY THE INFORMATION PROVIDED.  
5. THE QUALIFICATION STATEMENT IS NOT SUPPORTED BY THE INFORMATION PROVIDED.



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Mr. [Name]  
[Address]  
[City, State, ZIP]  
[Phone Number]

STATEMENT: (You may list or participate in similar work under contract  
agreements for the state.)

as [Agency, Contract Number]  
Work on [Project, State]

Qualification



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**NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR  
AIRLINE LIAISON OFFICE CONSULTING SERVICES**

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**EXHIBIT B  
IMPLEMENTING ORDER 3-58 –  
FIRST SOURCE HIRING REFERRAL PROGRAM**

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Implementing Order

MIAMI-DADE

Implementing Order No.: IO 3-58

Title: FIRST SOURCE HIRING REFERRAL PROGRAM

Ordered: 12/4/2012

Effective: 12/14/2012

**AUTHORITY:**

Sections 1.01, 2.02 and 5.02 of the Miami-Dade County Home Rule Amendment and Charter; and Section 2-2113 of the Code of Miami-Dade County

**POLICY:**

Except where federal or state laws or regulations mandate to the contrary, this Implementing Order shall require successful bidders of goods and services contracts prior to filling each vacancy arising under said County Contract, to first notify South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy so the contractors may post the vacancy with SFWIB. The contractor shall a) review the resumes and qualifications of the candidates, and b) make a good faith effort as determined by the County, to fill a minimum of fifty percent (50%) of its employment needs under the County Contract from the First Source Register.

The provisions of this Implementing Order shall apply to all such goods and services contracts including concessions and professional services entered into and issued by the County, its departments and agencies, except for: (i) construction, construction management, architectural, engineering, landscape architectural, and land surveying and mapping services; (ii) those covered under the Community Workforce Program ("CWP"); (iii) Section 3 Housing contracts; (iv) those covered under programs intended to encourage and assist in the employment of the blind and other severely handicapped persons such as described in Sections 413.032 - 413.037, Florida Statutes (2011); and (v) contracts where the funding source precludes inclusion of this requirement.

**I. DEFINITIONS**

- A. "Contractor" means any person or entity which enters into a County Contract, as defined below.
- B. "County" or "MDC" refers to Miami-Dade County.
- C. "County Contract" means an agreement for the purchase of goods and/or services, except as specified above.
- D. "First Source Register" means the register of unemployed persons maintained by the Referral Agency in accordance with the provisions of this Implementing Order.
- E. "Implementing Order" or "IO" means the implementing order developed by the Mayor or Mayor's designee and approved by the Board of County Commissioners (the "Board") to give effect to the provisions of this Section.
- F. "Issuing Department" means the County department issuing a solicitation for the purchase of goods and/or services.



- G. "Referral Agency" means the South Florida Workforce Investment Board, through its career centers, or community-based partners and faith-based organizations.
- H. "Referral Period" means the three (3) to five (5) day period following notification to the Referral Agency of employment availability.
- I. "SBD" refers to the Small Business Development under the Business Affairs Division of the Department of Regulatory and Economic Resources.

## II. PROGRAM COMPONENTS

### A. FIRST SOURCE REGISTER

The SFWIB shall compile and maintain a First Source Register, which shall be a listing of unemployed persons, including graduates of programs funded by the Workforce Investment Act, to be made available to Contractors as a first source for their employment needs. SFWIB does not discriminate on the basis of race, ethnicity, sex, residence, or other protected category or class, in the compilation or maintenance of the First Source Register, or in its referral activities provided for in this Section. SFWIB shall, to the extent allowed by law, maintain a database which identifies the race, ethnicity, sex, and residence of the persons within the First Source Register sufficient to permit adequate analysis of the available work force.

### B. IMPLEMENTATION

The roll-out of the First Source Hiring Referral Program ("FSHRP") will be as follows:

1. Miami-Dade Aviation Department (August 2012)
2. Water and Sewer Department, Fire-Rescue, Public Works and Waste Management, Community Action and Human Services Department, Office of Management and Budget, Vizcaya (October 2012 beginning)
3. Internal Services Department, Information Technology Department, Transit, Miami-Dade Police Department, Public Housing and Community Development, Port of Miami, Library, Elections (October 2012 end)
4. Parks, Recreation and Open Spaces, Miami-Dade Corrections and Rehabilitation, Regulatory and Economic Resources, Community Information and Outreach, Cultural Affairs, Juvenile Services, Medical Examiner, Animal Services, Finance, Property Appraiser (November 2012)

### C. REFERRAL PROCEDURE

The SFWIB shall be the first source for Contractors to fill jobs created to satisfy the requirements of County Contracts. The following requirements shall be included in all County Contracts, except those covered under the CWP, and except those covered under programs intended to encourage and assist in the employment of the blind and other severely handicapped persons such as described in Sections 413.032 - 413.037, Florida Statutes (2011):

1. The Contractor, prior to hiring to fill each vacancy arising under a County Contract, shall first notify the SFWIB of the vacancy by completing a Job Opening Form on the SFWIB First Source Hiring website (<https://iapps.southfloridaworkforce.com/firstsource/>). The job order shall

- contain a detailed description of the job responsibilities and qualifications, and be posted during the Referral Period of three (3) to five (5) days.
2. The SFWIB shall provide a list of qualified candidates, if such candidates are available, to the Contractor within twenty-four (24) hours of receiving a notice of vacancy. Thereafter, the Contractor shall (a) review the resumes and qualifications of the candidates, and (b) make a good faith effort, as determined by the County, to fill a minimum of fifty percent (50%) of its employment needs under the County Contract from the First Source Register. If no suitable candidate is identified from the list, the Contractor shall provide an explanation to SFWIB via the FSHRP web portal (<https://iapps.southfloridaworkforce.com/firstsource/>). Notwithstanding the foregoing, if after the Referral Period a suitable employee is not found through the SFWIB, the Contractor is free to fill its vacancies from other sources.
  3. A good faith effort to employ candidates from the SFWIB shall constitute, at a minimum, evaluating the qualification of such candidates, and conducting interviews with those candidates who satisfy the minimum competency requirements. The Contractor is not required to hire any individual candidate referred. However, Contractors shall not commit to fill vacancies in any other manner until after the end of the Referral Period, unless SFWIB notifies the Contractor in writing prior to the end of the Referral Period that qualified candidates are not available in sufficient numbers to fill the vacancies. Upon such notification, the Contractor may immediately fill vacancies using other sources.
  4. In determining whether a Contractor has made good faith efforts, the County may consider, among other criteria: a) the number, skills and composition of the Contractor's labor force ultimately hired; b) whether minimum requirements were established for available positions beyond reasonable requirements to complete the job; c) the number of referred candidates interviewed for the position; and d) the Contractor's use of the First Source Register to satisfy its labor needs in contracts other than County Contracts. The County's determination as to whether a Contractor has made such good faith efforts is final and binding.
  5. All competitive solicitations for County Contracts, except those covered under CWP, shall set forth the requirements of this Section. A link to the FSHRP web portal shall be on the Internal Services Department – Procurement Management Services Division's website.

#### D. ISSUING DEPARTMENT RESPONSIBILITIES

1. Notify SFWIB of County Contract awards, at both the award recommendation stage, and when the Contractor is notified by the County of the award in writing. Notification should include at a minimum:
  - a. Company Name.
  - b. Company Contact.
  - c. Contract Information.
  - d. Award Amount.
2. Include First Source requirement in applicable bid and contract documents.

#### E. SFWIB RESPONSIBILITIES

1. Notify prospective and awarded Contractors of the FSHRP.
2. Recruit qualified MDC residents:
  - a. Utilize existing database of job seekers.
  - b. Market new job opportunities to MDC residents.
  - c. Utilize Career Centers closest to the job seekers to recruit qualified residents interested in jobs to create a pool of candidates for FSHRP projects.
3. Create First Source Register:
  - a. Determine and complete candidate eligibility.
  - b. Assess job seekers to determine level of skills and training. Residents must meet all requirements of the Contractor prior to referral.
4. Refer qualified candidates that have requisite skills required by the Contractor.
5. Provide online web portal that allows Contractors the ability to submit required quarterly reports as described below under Section F (c) and (d).
6. Send system generated automated email "report due date" reminders to Contractors.
7. Provide MDC with real-time online access to Contractor quarterly status reports confirming whether the goals have been met and any non-compliance with the requirements of the ordinances and/or first source agreement.
8. Prepare quarterly reports for the Board which shall include: a) dollar amount of each contract; and b) an analysis of the effectiveness of the program during each quarterly reporting period.

#### F. CONTRACTOR RESPONSIBILITIES

- a. Prior to filling each vacancy under a County Contract, the Contractor shall notify SFWIB of all job openings and list the vacancy via the SFWIB web portal ([www.southfloridaworkforce.com](http://www.southfloridaworkforce.com)). The listing shall contain, at a minimum, a detailed description of the job responsibilities, qualifications, and wage rate. The listing must be posted during the Referral Period. As required, the Contractor shall work with the SFWIB to develop a workforce plan that details such information as (a) the number of individuals to be hired, (b) positions needed, (c) job description(s), and (d) skills needed for the job.
- b. Upon receipt of the list of qualified candidates from the SFWIB, the Contractor shall review resumes and qualifications of the candidates, and make good faith efforts as determined by MDC to fill a minimum of fifty percent (50%) of its employment needs under the County contract from the First Source Register. If none of the candidates are hired, the Contractor shall provide an explanation to SFWIB as to why not via the FSHRP web portal (<https://apps.southfloridaworkforce.com/firstsource/>).
- c. Contractors shall provide quarterly reports to the SFWIB on-line through the FSHRP web portal (<https://apps.southfloridaworkforce.com/firstsource/>) indicating: (a) the name and number of employees hired in the previous quarter; (b) the source from which such employees were found; (c) wages paid; and (d)

total number of employee work hours. If none of the candidates referred are hired, an explanation as to why those referred were rejected must be included in the on-line report. Each quarterly report shall be submitted to SFWIB within two (2) weeks of the end of the quarter. Quarterly reports to the SFWIB are required from the Contractors, even if no vacancies are created or filled, for the duration of the contract or as determined by the SFWIB.

- d. Contractors shall retain sufficient records to assist in determining compliance. Records shall include, but are not limited to:
  - a. Notifications to SFWIB;
  - b. referrals from SFWIB;
  - c. Job applications received from sources other than SFWIB; and
  - d. the number of candidates hired based on referrals from SFWIB.Said records shall be made available to SFWIB upon request, to the extent allowed by law.

#### G. MONITORING AND COMPLIANCE

1. SFWIB shall monitor quarterly reports submitted by Contractors and review Contractor records, to the extent allowed by law, to ensure compliance with the FSHRP. Referral Agency shall follow up with Contractors to ensure reporting requirements are met.
2. SFWIB shall be entitled to perform random, unannounced site visits to applicable project sites to determine whether or not Contractor has filled its vacancies.
3. SFWIB shall report to the County any non-compliance with the requirements of this ordinance, any related Implementing Order, or first source agreement between Referral Agency and Contractor.

### III. SANCTIONS FOR VIOLATIONS

- A. Each County Contract shall include provisions stating the nature of the sanctions to be imposed on a Contractor that is not in compliance with this Section. Such sanctions shall include, but not be limited to the following:
  1. ~~Suspension of contract until Contractor performs obligations, if appropriate.~~
  2. Default and/or termination.
  3. Payment of \$1,500 per employee, or the value of wages that would have been earned by employees injured by Contractor's non-compliance, whichever is less.
- B. If any Contractor attempts to comply with the provisions of FSHRP through fraud, misrepresentation or material misstatement, the County, in its sole discretion, may immediately terminate the subject County Contract.

### IV. APPEALS PROCESS

- A. Any firm that is issued a determination of non-compliance with the requirements of this IO, its ordinance, or implementing bid documents may be appealed. SBD shall notify the affected party, in writing, setting forth the reasons for the determination and advising of the appeals process.

- B. The affected party may appeal the determination by filing a written appeal with SBD within fifteen (15) business days of receipt of the notice. SBD shall forward the appeal to the SFWIB Director upon receipt.
- C. PROCEDURES FOR ADMINISTRATIVE HEARING:
1. SBD will schedule a hearing date before a hearing officer, upon timely receipt of a request for an administrative hearing along with a \$250 nonrefundable filing fee to appeal a determination of non-compliance with the requirements of this Implementing Order, Section 2-2113 of the Code of Miami-Dade County, or implementing bid documents.
  2. The prevailing party shall not incur any additional expenses, fees or penalties. The unsuccessful appellant shall be responsible for all additional fees, costs and penalties associated with the appeal.
  3. MDC shall serve upon the firm, Contractor (or subcontractor) a notice of hearing within five (5) working days of the appointment of the administrative hearing officer. Such notice shall include:
    - a. A copy of SBD's determination of non-compliance, as appropriate, outlining alleged prohibited practices upon which it is based; and
    - b. A description of the administrative penalties being considered.
  4. An administrative hearing shall be scheduled to be heard before an administrative hearing officer within twenty (20) days after service of the notice. The notice shall also advise the appellant that he or she may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them.
  5. Within five (5) days after completion of the administrative hearing, the administrative hearing officer shall transmit his/her findings of fact, conclusions, and recommendations together with a transcript of all evidence taken before him/her and all exhibits received by him/her, to the Mayor or designee, who (i) may sustain, reverse or modify the hearing officer's recommendations and (ii) shall render a final decision, in writing. The determination of the Mayor may be reviewed by an appropriate court in the manner provided in the Florida Rules of Appellate Procedure.

This Implementing Order is hereby submitted to the Board of County Commissioners of Miami-Dade County, Florida.

Approved by the County Attorney as  
to form and legal sufficiency: \_\_\_\_\_

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**NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR  
AIRLINE LIAISON OFFICE CONSULTING SERVICES**

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**EXHIBIT C  
SUBCONTRACTOR PAYMENT REPORT**

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**MIAMI-DADE COUNTY  
SUBCONTRACTORS PAYMENT REPORT  
(Ordinance 11-90)**

In accordance with Sections 2-5.8 of the County Code (as amended by Ordinance No. 11-90), an entity contracting with the County as a condition of final payment under a contract, the contractor shall identify all subcontractors used in the work, the amount of each subcontract, and the amount paid to each subcontractor. In the event that the contractor intends to pay less than the subcontract amount, the contractor shall deliver to the County a statement explaining the discrepancy or any disputed amount.

This form may be submitted after final payment to each subcontractor or comprehensively at the end of the contract with final requisition/invoice. All payments to subcontractors must be submitted as a condition of final payment by Miami-Dade County. Please include in the "Total Amount Paid" column any funds that will be paid to subcontractors from the final payment issued by the County and denote such an amount with an asterisk (\*). Attach statements explaining discrepancies when applicable.

PRIME CONTRACTOR/VENDOR: \_\_\_\_\_

FEIN: \_\_\_\_\_

PROJECT/CONTRACT NAME: \_\_\_\_\_

PROJECT/CONTRACT NUMBER: \_\_\_\_\_

CONTRACT AWARD DATE: \_\_\_\_\_

CONTRACT AWARD AMOUNT: \_\_\_\_\_

SUBCONTRACTOR	FEIN	CONTRACT VALUE	TOTAL AMOUNT PAID
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

**COMPLETED FORM SHOULD BE INCLUDED WITH FINAL REQUISITION/INVOICE TO THE CONTRACTING/USER DEPARTMENT.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

**NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR  
AIRLINE LIAISON OFFICE CONSULTING SERVICES**

**EXHIBIT D  
AFFIDAVITS EXECUTED BY SUCCESSFUL  
RESPONDENT**



Appendix E-1

Single Execution Affidavits

REQ. NO. MDAD-13-03  
REQUEST FOR QUALIFICATIONS FOR  
AIRLINE LIAISON OFFICE CONSULTING SERVICES

APPENDIX E-1  
MIAMI-DADE COUNTY  
MIAMI-DADE AVIATION DEPARTMENT  
SINGLE FORM EXECUTION AFFIDAVITS

APP-1

APPENDIX E-1  
MIAMI-DADE COUNTY  
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE: AIRLINE LIAISON OFFICE CONSULTING SERVICES

PROJECT NUMBER: RFQ NO. MDAD-13-03

COUNTY OF MIAMI DADE

STATE OF FLORIDA

Before me the undersigned authority appeared Luis Salomon (Print Name),  
who is personally known to me or who has provided an identification and who  
(did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

Airport & Aviation Professionals, Inc.  
(Name of Entity)

5551 Ridgewood Drive, Suite 300  
Naples, FL 34108  
(Address of Entity)

815-D-09473/3/3  
Federal Employment Identification Number

hereinafter referred to as the Entity being its

Chief Operating Officer  
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and he/she has full authority to make these affidavits and say as follows.

AIR-3



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PUBLIC ENTITY CRIMES  
SWORN STATEMENT UNDER SECTION 287.133(3)(a)  
FLORIDA STATUTES

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(a), Florida Statutes, means "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services; any lease for real property; or any contract for the construction or repair of a public building or public work, involving bribery, fraud, theft, bribery, collusion, racketeering conspiracy, or material misrepresentation."

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means "a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, by any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere."

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons which is not for fair market value under an short-term agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate."

4. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means "any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity."

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. Please indicate which statement applies:

AFFLI

**PUBLIC ENTITY CRIMES  
SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES (Cont'd)**

X Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliates of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The Entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, or an affiliate of the Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. [Please indicate which additional statement applies.]

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

The person or affiliate has been placed on the convicted vendor list. [Please describe any action taken by or pending with the Florida Department of Management Services.]

**CRIMINAL RECORD AFFIDAVIT  
PURSUANT TO SECTION 2-8.6 OF THE  
MIAMI-DADE COUNTY CODE**

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

Indicate below if the above named Entity, as of the date of submission:

AFF-4



has not been convicted of a felony during the past ten (10) years, nor does it; as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

has been convicted of a felony during the past ten (10) years, or as of the date of submission; has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

**MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE**

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

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

(1)

Dec. 18, 2007	\$ 2,250,000.00	\$ 3,150,000.00	28.5%
---------------	-----------------	-----------------	-------

Name of Dept. & Summary of Services Performed

Miami-Dade Aviation Department

Airline Liaison Consulting Services between the Airport System and the Airlines through the Miami Airport Affairs Committee.

Litigation Arising out of Contract

None

APPX

CONTRACT DATE	DOLLAR AMOUNT OF ORIG. CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(2)	\$	\$	%
Name of Dept. & Summary of Services Performed			
Litigation Arising out of Contract			
(3)	\$	\$	%
Name of Dept. & Summary of Services Performed			
Litigation Arising out of Contract			

(2)

\$ \_\_\_\_\_ \$ \_\_\_\_\_ %

Name of Dept. & Summary of Services Performed

Litigation Arising out of Contract

(3)

\$ \_\_\_\_\_ \$ \_\_\_\_\_ %

Name of Dept. & Summary of Services Performed

Litigation Arising out of Contract

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? 25 Years

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? Airport & Aviation Professional, Inc. also does business as "AvAirPros"

AKS-6



This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

[Signature]  
(Signature of Authorized Representative)

Title: Chief Operation Officer

Date: May 18, 2014

STATE OF:

COUNTY OF:

The above affidavits were acknowledged before me this 18th day of May, 2014

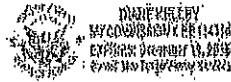
by Luis Salmeron  
(Authorized Representative)

of Airport & Aviation Professionals, Inc.  
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced an identification and who did/did not take an oath;

[Signature]  
(Signature of Notary)  
David M. Kelly  
(Print Name)

Notary Stamp or Seal:



Notary Commission Number: 121174

My Commission Expires: 12/31/2015

APP-7

Appendix E-2

Additional Condition of Award Affidavits

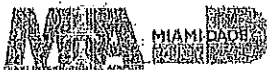
APPENDIX E-2

MIAMI-DADE COUNTY  
MIAMI-DADE AVIATION DEPARTMENT  
SINGLE EXECUTION VENDOR AFFIRMATION, COLLUSION, SUDAN/IRAN  
AND CONTRACTOR DUE DILIGENCE AFFIDAVITS  
AND CONDITION OF AWARD REQUIREMENTS

The following pages are provided for the Respondent's convenience and are a prerequisite to a contract award:

- \* Affirmation of Vendor Affidavits
- \* Collision Affidavit
- \* Affidavit - Scrutinized Companies with Activities in Sudan or Iran Petroleum/Energy Sector Lists
- \* Contractor Due Diligence Affidavit (contracts over \$1,000,000)
- \* Subcontractor/Supplier Listing
- \* Subcontracting Policies Statement (Also required, but no format (cover page is provided))
- \* Proof of Authorization to do Business (Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 806.09 F.S., if applicable.) (Also required, but no format (cover page is provided))

CD&I 4/14



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**MIAMI-DADE COUNTY  
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION VENDOR  
AFFIRMATION, COLLUSION, SUBVERSIVE AND CONTRACTOR DUE DILIGENCE  
AFFIDAVITS**

**Affirmation of Vendor Affidavits**

In accordance with Ordinance 07-213 amending Section 2-4.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), when being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is correct, complete and accurate for each individual listed below.

Contract No. MDAD 13-3 Bidder's Employer: 65-0004333  
 Contract Title: Airline Liaison Consulting Services Identification No. (MIAMI): \_\_\_\_\_

**Affidavits and Legislative Governing Body**

1. Miami-Dade County Occupancy Measurement, Sec. 2-4.1 of the County Code	6. Miami-Dade County Vendor Obligation to County, Sec. 2-4.1 of the County Code
2. Miami-Dade County Employment Disclosure, County Ordinance No. 08-178, amending Section 2-4.1(b)(2) of the County Code	7. Miami-Dade County Code of Business Ethics, Article 1, Sections 2-3.1(a) and 2-3.1(b)(1) of the County Code through 10 and 11 of the County Code and County Ordinance No. 08-178, amending Section 2-4.1(f) of the County Code
3. Miami-Dade County Employment Drug-Free Workplace Certification, Sec. 2-4.1.2(c) of the County Code	8. Miami-Dade County County Laws, Article 9 of Chapter 11 of the County Code
4. Miami-Dade County Absentee Voting Disclosure, Article 1, Section 2-4.1.4 Resolution 1182-00 amending 2-4.1.4	9. Miami-Dade County Voting Rights, Sec. 2-4.1 of the County Code (Amendments)
5. Miami-Dade County Subcontract Disclosure, Section 10-38 of the County Code	10. Miami-Dade County Domestic Law and Regulation, Article 8, Section 11-500, LA-07 of the County Code

**COLLUSION AFFIDAVIT**

(Code of Miami-Dade County, Sections 2-4.1, 7 and 10-33.1) (Ordinance No. 08-178)

I, being duly first sworn, hereby state the truth of this content:

I am not related to any of the other parties bidding in this competitive solicitation, and that the contractor's Qualification Statement is genuine and not sham or reflexive or made in the interest or on behalf of any person not lawfully named, and that the contractor has not directly or indirectly, knowingly or otherwise, entered into any agreement or understanding with any other person, firm or corporation to refrain from competing, and that the Respondent has not in any manner sought to collude or conspire to the Respondent an advantage over any other Respondent.

OR

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It relates to the following parties who bid in the solicitation which are identified and listed below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note: Any person or entity that bids to contract this, excepted solicitation shall be liable for administrative. In the event a recommended contractor identifies related parties in the competitive solicitation, its bid shall be presumed to be exclusive and the recommended contractor shall be liable for a award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submission of such bids or Qualification Statements. Related parties shall mean partners or Respondents for the principals, corporate officers, and managers thereof shall have a direct or indirect ownership interest in another bidder or Respondent for the same agreement or in which a principal company or the principals thereof or one (1) bidder or Respondent have a direct or indirect ownership interest in another bidder or Respondent for the same agreement. Bids or Qualification Statements found to be exclusive shall be rejected.

**AFFIDAVIT - SCREENED COMPANIES WITH ACTIVITIES IN FLORIDA OR NEAR PETROLEUM ENERGY SECTOR LAST 24 MONTHS**

I, \_\_\_\_\_, of \_\_\_\_\_, Florida, do hereby certify that I am the \_\_\_\_\_ (Title) of \_\_\_\_\_, a corporation organized under the laws of the State of Florida, and that the activities described herein are being conducted in or with Florida.

I declare under penalty of perjury that the above information is true and correct to the best of my knowledge and belief.

I have not, engaged in, nor have I, directly or indirectly, been involved in, acquiring, developing, maintaining, owning, selling, purchasing, leasing, or operating equipment, facilities, personnel, products, services, real property, or any other aspects of business or commerce.

I have engaged in, or have been involved with, the following activities, but not limited to, acquiring, developing, maintaining, owning, selling, purchasing, leasing, or operating equipment, facilities, personnel, products, services, real property, or any other aspects of business or commerce.



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Contractor Due Diligence Affidavit  
Proposed by Changels Inc. (10/20/11)

For Miami-Dade County Board of County Commissioners (through Resolution No. 657-14, Code Enforcement and Contracting and Section 166 following all provisions thereof) and for any contract that exceeds the dollar value of \$50,000 or bid amounts that are subject to the Board's approval.

(1) Have any lawsuits been filed against the contractor, partners, principals, board members, or those in a position of control by the contractor in the past 24 months prior to the proposed bid date?

No  Yes  No, attached to this affidavit, including the case name, number, and disposition.

(2) Has the contractor defaulted in the past 24 months prior to the proposed bid date?

No  Yes  No, attach a list of such instances, including a brief description of the circumstances.

(3) Has the contractor defaulted, or is owed a final notice of non-compliance or non-participation, which is a notice of non-compliance from participating or bidding for contracts, awarded related to Miami-Dade County or not?

No  Yes  No, attach a list of such instances.

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

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

[Signature]  
(Signature of Authorized Representative)

Luis Salomon  
(Print Name of Authorized Representative)

Title Chief Operating Officer

Date May 16, 2014

Notary Public Information

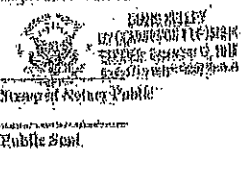
Notary Public - State of Florida County of Dade

Subscribed and sworn to before me this 16th day of May, 2014.

By Luis Salomon Notary is personally known to me  or has produced ID

Signature of Notary Public [Signature] Notary Number 227154314

Expiration Date 12/31/15 My Commission Expires on 12/31/15



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**RSD Form 7 - SUBCONTRACTORS/RESOURCES LISTING**  
 (Miami-Dade County Code Sections 2-3.6, 2-3.8 and 1B-24)

FORM # 68-000000

Form: Name of Bidder: Contract Reference: Agency: Address: City: State: Zip: Phone: Fax: E-mail: Website: Project: Contract Number: BIDDERS: 10-22-13

This form is to be filled out by the bidder and submitted with the bid. It is required for all bidders, whether they are a subcontractor or a resource. The bidder must provide the following information for each subcontractor or resource listed:

1. Name of Bidder: Contract Reference: Agency: Address: City: State: Zip: Phone: Fax: E-mail: Website: Project: Contract Number: BIDDERS: 10-22-13

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal	Type of Work to be Performed by Subcontractor/ Sub-consultant	Scope of Work to be Performed by Subcontractor/ Sub-consultant	Primary Project		Secondary Project		Tertiary Project	
				Contract	Project Description	Contract	Project Description	Contract	Project Description
	Principal	Owner							
	Principal	Owner							

Signature of Bidder/Principal: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature of Subcontractor: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature of Supplier: \_\_\_\_\_ Date: \_\_\_\_\_



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**SUBCONTRACTING POLICIES STATEMENT  
PURSUANT TO SECTION 2-8.8(4) OF THE CODE**

Please note that the Company has a current Affirmative Action Plan that has been submitted to and approved by the Miami-Dade County Internal Services Department, in compliance with Ordinance No. 82-37, Ordinance 98-38, and Administrative Order No. 3-39. A copy of the approval notice is attached in the Exhibit Section.

**SUBCONTRACTING POLICIES STATEMENT**

The Company purchases/requires all commodities, equipment, and services through the normal purchasing procedures implemented by those persons in the Company responsible for purchasing such goods. For all purchases in excess of \$2000, the Company utilizes a bidding procedure. Written quotes which detail the items or services to be purchased must be obtained from at least three (3) businesses. The purchase order will be issued to the lowest, qualified bidder.

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**PROOF OF AUTHORIZATION TO DO BUSINESS**  
(Attach a copy of the Certificate of Status or Authorization per 807.0128 F.S.,  
and certificate evidencing compliance with the Florida Unofficial Name Statute  
per 865.09 F.S., if applicable.)

SEE ATTACHED

COA-7

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# State of Florida Department of State

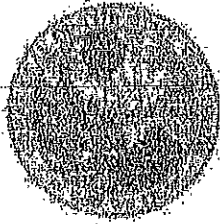
I certify from the records of this office that AIRPORT & AVIATION PROFESSIONALS, INC. is a corporation organized under the laws of the State of Florida, filed on January 11, 1989.

The document number of this corporation is K57441.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report and/or business report was filed on March 25, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fifth day of March, 2014.*



*Kern DeLoach*  
Secretary of State

Authentication ID: C094727815

To authenticate this certificate, visit the following site, enter the ID, and then follow the instructions displayed.

<https://files.usdoj.com/records/authver.html>

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**NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR  
AIRLINE LIAISON OFFICE CONSULTING SERVICES**

**EXHIBIT E  
SCHEDULE OF HOURLY RATES  
NEGOTIATED WITH THE SUCCESSFUL  
RESPONDENT**



**EXHIBIT E**  
**SCHEDULE OF HOURLY RATES**

<b>Airport &amp; Aviation Professionals, Inc.</b>	
<b>Employee Category</b>	<b>2015</b>
Officer	\$231.00
Senior Managing Director	\$215.00
Managing Director	\$204.00
Senior Director	\$193.00
Director	\$179.00
Senior Manager	\$157.00
Manager	\$142.00
Consultant	\$130.00
Support	\$62.00

<b>LIVS Associates</b>	
<b>Employee Category</b>	<b>2015</b>
Principal	\$250.00
Project Manager	\$175.00
Project Architect	\$125.00
Senior Engineer	\$125.00
Arch/ID Designer	\$105.00
Project Engineer	\$105.00
Full-Time Field Rep	\$105.00
Estimator/Scheduler	\$100.00
3D Modeling/BIM	\$90.00
Arch CADD Technician	\$75.00
Engineer CADD Technician	\$75.00
Administrative Support	\$70.00
Clerical Support	\$55.00

Commencing on the first anniversary of the date of this Agreement, the above Schedule of Hourly Rates will be adjusted annually for escalation based on the lesser of the December Consumer Price Index for All Urban Consumers (CPI-U) for the Miami Regional area (or such other local reference as defined by CPI) or 2.5% for the prior 12 months. Consultant must provide a letter with the January invoice calculating the revised hourly rates for the new calendar year.