

Memorandum



Date: May 18, 2006

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Authorization to Advertise Request for Proposals for a Luggage Cart Concession Program at Miami International Airport -- RFP No. MDAD-08-05

RTC
Agenda Item No. 3 (H)

A handwritten signature in black ink, appearing to read "Burgess", written over the printed name of the County Manager.

RECOMMENDATION

It is recommended that the Board approve the attached Request for Proposals (RFP) for the non-exclusive Luggage Cart Concession Program at Miami International Airport (MIA).

BACKGROUND:

MIA offers luggage cart concession services for airline passengers through an agreement with Smarte Cart, which has been in place since December 25, 1998, but is currently on a month-to-month basis. The Luggage Cart Concession Program includes furnishing, installing, operating, managing, and maintaining the luggage cart management units (CMU) and carts at MIA. The contract includes offering luggage carts to all passengers for a fee of \$3.00 per cart, except for incoming international passengers who can obtain the carts for free, based on arrangements made with the airlines. The Miami-Dade Aviation Department (MDAD) pays Smarte Cart \$.70 per cart used in the Federal Inspection Services (FIS) area.

An industry review meeting was held on December 14, 2005, and attended by 12 representatives from potential luggage cart services providers. As a result of that meeting, it was determined that it would be in the best interest of all parties to clearly specify equipment requirements; and that MDAD staff would need to consider the possibility of enplaning international passengers paying for luggage cart services in the future. The RFP was structured to address both of these issues.

PROJECT: Luggage Cart Concession Program

PROJECT NO.: RFP No. MDAD-08-05

PROJECT DESCRIPTION: The County is seeking proposals from interested parties to furnish, install, operate, manage, and maintain the luggage cart concession at MIA. The purpose of this non-exclusive RFP is to select a concessionaire who can best fulfill the Department's objectives as stated in the RFP.

PROJECT SCOPE: The selected Concessionaire shall provide seventy (70) CMUs, 3,200 carts in the FIS area free of charge to arriving passengers, and approximately 1,000 carts in the landside (pre-security) areas of the Terminals, including ticketing and bag claim areas inside the Terminals, parking garages, and exterior curbsides on the departures and arrivals level. The number of carts will be adjusted annually or more frequently as needed.

TERM OF AGREEMENT: The term of the agreement will be for five (5) years commencing on the date of execution. At the sole discretion of the Department, the initial five (5) year term may be extended for one (1) two (2) year term.

PAYMENTS TO THE CONCESSIONAIRE: A concession fee of \$.70 cents per cart use will be paid to the Concessionaire by MDAD for any carts used by arriving international passengers in the FIS area at MIA (Terminal B, E and any other FIS areas). If a cart fee is instituted in the future for international passengers in the FIS area, the \$.70 will not be due to the Concessionaire.

PAYMENTS TO THE COUNTY: Annual Rental
The RFP includes an option for the selected Proposer to lease administrative and support spaces. If the selected Proposer leases such space, it will pay the prevailing Terminal rates "Annual Rent" for the lease of the Locations.

Minimum Annual Guarantee (MAG)
The Luggage Cart Concessionaire shall pay a minimum MAG of \$225,000 (subject to a CPI increase each year) or a certain percentage fee of gross revenues, whichever is greater.

Percentage Fee
The minimum Percentage Fee that a Proposer can propose is fifteen percent (15%) of gross revenues.

MINIMUM QUALIFICATIONS: Proposer's Qualifications: Three (3) years continuous experience within the last five (5) years in the direct management, installation and operation of a business in an airport, other transportation Center, or shopping mall venues. This experience must have included an operation that can demonstrate customer service related experience, dealing directly with the public and generating at least \$500,000 in annual sales.

REVIEW COMMITTEE DATE: N/A.

CONTRACT MEASURES: 20% Airport Concessions DBE goal.

STAFF PROJECT MANAGER: Patricia Ryan, Manager Commercial Operations

USING AGENCY: Miami-Dade Aviation Department

APPROVED FOR LEGAL SUFFICIENCY: Yes


Deputy County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: June 6, 2006

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- "4-Day Rule" ("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
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor _____ Agenda Item No.
Veto _____
Override _____

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE ISSUANCE AND
ADVERTISING OF A REQUEST FOR PROPOSALS
(RFP MDAD-08-05) TO OBTAIN LUGGAGE CART
CONCESSION SERVICES AT MIAMI INTERNATIONAL
AIRPORT**

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY

COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby authorizes the County Manager, or his designee, to issue and advertise in local publications for responses to the Request for Proposals (RFP MDAD-08-05) in substantially the form attached hereto, to obtain qualified persons or firms to furnish, install, operate and maintain a luggage cart concession at Miami International Airport. The County Manager shall select from among those submitting responses that proposal which best fulfills the requirements and standards set forth in the Request for Proposals, and the selection process shall be undertaken as provided in the Request for Proposals. Any Contract with the selected Proposer shall be submitted to the County Commission for approval.

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

Joe A. Martinez, Chairman	
Dennis C. Moss, Vice-Chairman	
Bruno A. Barreiro	Jose "Pepe" Diaz
Audrey M. Edmonson	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of June, 2006. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this 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. WV

Roy Wood

**REQUEST FOR PROPOSALS
FOR NON – EXCLUSIVE
LUGGAGE CART CONCESSION PROGRAM
AT MIAMI INTERNATIONAL AIRPORT
RFP NO. MDAD-08-05**

PRE-PROPOSAL CONFERENCE TO BE HELD ON

At 10:00 A.M. (local time) at Miami International Airport,

Issuing Department

MIAMI-DADE AVIATION DEPARTMENT
Contracting Officer: AnaMaria Saks
(305) 876-7048

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW
NO LATER THAN

AT 2:00 P.M. LOCAL TIME

AT:

MIAMI-DADE COUNTY
CLERK OF THE BOARD
STEPHEN P. CLARK CENTER
111 NW 1st STREET
SUITE 17-202
MIAMI, FLORIDA 33128-1983

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS REQUEST FOR PROPOSALS ON OR BEFORE THE STATED TIME AND DATE WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER AND THE COUNTY WILL IN NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE.

MIAMI-DADE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE BASED ON AGE, GENDER, RACE OR DISABILITY.

3/21/06

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Appendix B	- Percentage Fee Form	
Appendix C	- Airport Concession Disadvantaged Business Enterprises Participation Plan/Provision	
Appendix D	- Acknowledgement of Addenda	



- Appendix E - Proposal Bond Guaranty
- Appendix F - Lobbyist Registration for Oral Presentations
- Appendix G - Passenger Traffic
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 - Terminal/Concourse
 - Airline
 - JF Brown Forecast
- Appendix H - Luggage Cart Sales History
- Appendix I - Local Business Preference
- Appendix J - Single Execution Affidavits and Condition of Award Certificates
- Appendix K - MIA Passenger Profile
- Appendix L - Lobbying Rules

EXHIBITS TO THE FORM OF LEASE AND CONCESSION AGREEMENT:

- Exhibit A - CMU Locations
- Exhibit B - Surety Performance and Payment Bond
- Exhibit C - Not Used
- Exhibit D - Performance Bond for MAG Requirements
- Exhibit E - Retail Concessions Design Guidelines
- Exhibit F - Tenant Airport Construction-Non-Reimbursable Procedures (TAC-N) and Reimbursable (TAC-R)
- Exhibit G - Independent Audit Report
- Exhibit H - *See Below
- Exhibit I - Monthly Report of Gross Revenues
- Exhibit J - Prohibited Items List
- Exhibit K - Commercial Operations Tenant Handbook
- Exhibit L - Standards of Operation
- Exhibit M - Monthly Report of Free Luggage Carts in FIS area – FIS invoice

*Executed Affidavits and Condition of Award Certificates will be added as Exhibit H.

DEFINITIONS

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

The term “**Addenda**” shall mean the written or graphic instruments issued prior to Proposal opening that clarify, correct or change the RFP No. MDAD-08-05 documents.

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

The term “**Airport**” shall mean Miami International Airport (“MIA”).

The term “**Airport Concession Disadvantaged Business Enterprises**” or “**ACDBE**” shall have the meaning described in Section 5 entitled “Airport Concession Disadvantaged Business Enterprises”.

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

The term “**Capital Improvement Program**” or “**CIP**” shall mean the Airport’s construction program that will involve the refurbishment of terminal interiors, airline relocations, changes in access to the terminal and concourses, construction of new concession Locations, and other improvements throughout the Airport.

The “**Clerk of the Board**” shall mean the office serving as ex-officio Clerk of the Board of County Commissioners office and responsible for maintaining the ordinance and resolution indices; receiving bids and requests for proposals; executing contracts, agreements and change orders; and advertising public hearings; among other roles.

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

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

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

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

The term “**Department**” or “**MDAD**” shall mean the Miami-Dade Aviation Department.

The term “**Director**” shall mean the Director of the Miami-Dade Aviation Department or the Director’s designee.

The term “**Like New**” shall mean equipment which has been previously utilized, however which has the appearance and functionality of new equipment, and in which all parts showing evidence of wear have been replaced with new parts.

The term “**Location(s)**” shall mean the areas which are used by the Concessionaire for actual placement of Cart Management Units.

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

The term “**Proposal**” shall mean a Proposer’s written response to RFP MDAD-08-05.

The term “**Proposer**” shall mean the person, firm, entity or organization submitting a Proposal to the RFP MDAD-08-05.

The term “**Request for Proposal**” or “**RFP**” shall mean this RFP No. MDAD-08-05, and all associated Addenda, Exhibits, Forms, Affidavits and Attachments.

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

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

The term “**Sub-tenant**” shall mean any person, firm, entity or organization, entering into an agreement with the Concessionaire to provide luggage cart services to the public at the Airport.

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

The words “**Work**”, “**Services**”, “**Program**”, “**Project**” or “**Engagement**” shall mean all matters and things that will be required to be done by the Selected Proposer in accordance with the Scope of Services and the terms and conditions of this Solicitation and the agreement.

Note: Additional Terms are included in Section 6 of this RFP in the Form of Agreement. It is incumbent on Proposers to carefully consult all terms as set forth in the Form of Agreement.

SECTION 1
INTRODUCTION AND GENERAL INFORMATION

I. PURPOSE: REQUEST FOR PROPOSALS

Miami-Dade County through the Miami-Dade Aviation Department (MDAD) is seeking Proposals from qualified and responsible entities desiring to manage and operate the luggage cart concession at Miami International Airport (MIA). MDAD has a responsibility to provide practical, economical, reliable, and attractive luggage cart services at a reasonable price to its customers and to obtain revenues from this service. The Luggage Cart Concession Program includes furnishing, installing, operating, managing, and maintaining the luggage cart management units (CMU) and carts at 70 locations at MIA. Interested Proposers should possess industry expertise and have financial strength to successfully operate a luggage cart concession at the Airport. The term of any agreement issued as a result of this RFP for luggage cart concession services is five (5) years with an option of one (1) two (2) year extension at the sole discretion of MDAD.

The current luggage cart concession is managed by Smarte Carte, Inc., hereinafter "Incumbent", which has been performing luggage cart services at MIA since December 25, 1998. The Incumbent maintains 56 cart management units (CMUs). There are approximately 1,000 carts in the landside (pre-security) areas of the Terminals including ticketing and bag claim areas inside the Terminals, as well as exterior curbsides on the departures and arrivals level. There are approximately 3,200 carts in the FIS area dedicated for arriving passengers. The rental rate per cart is \$3.00 in the landside (pre-security) areas and free to international arriving passengers located in the Federal Inspection Service (FIS) areas (currently located at Terminal B and E). MDAD currently compensates the Incumbent for the cost of those carts in the FIS areas.

Miami International Airport posted enplanements of 15.4 million in FY 05 and 15.1 million in FY 04. Enplanements for FY 06 are forecasted to be 15.3 million and 16.5 million in FY 2010.

II. MIAMI INTERNATIONAL AIRPORT GENERAL DESCRIPTION

Aviation has been a hometown industry in Miami, having started more than 75 years ago. The first flight from Pan Am Field in 1928 was an international departure. Today, Miami International Airport enjoys top rankings as the leading international freight airport in the USA and the nation's third leading gateway for international passenger traffic.

MIA strengths in international passengers, and cargo activity stimulate a host of other companies, such as tourism, the cruise industry and international banking and commerce. More than 77% of all exports and 82% of all imports between the United States and the Latin American/Caribbean region flow through MIA. In the international passenger traffic arena, MIA handles 54% of all U.S./South American passenger traffic, 38% of all U.S./Central American traffic and 28% of the U.S./Caribbean passenger traffic market.

Nearly 89,000 people per day pass through the Airport. Among them are travelers from around the world arriving in the Airport for business or leisure purposes. As for those simply connecting through the Airport, by virtue of geographic location, the Airport has proven to be the number one international-to-international connecting airport in the nation through the extensive air service network connecting the Americas, the Caribbean and Europe.

Miami-Dade County operates the world's leading cruise port, and more than 80% of all cruise passengers begin or end their cruise with flights to/from the Airport. In addition, Miami is the leading international financial center in the southeastern United States. The Airport stimulates much of that activity as well, through the financing of international trade facilitated through our Airport. Last year, the Airport handled more than \$25.6 billion in merchandise that was cleared through the Airport, and that does not account for about 43% of our total cargo that is in transit to other nations.

Following are "Facts at a Glance" information regarding the Miami-Dade Aviation Department, as of December 2005:

Miami-Dade Airports:

- Miami International Airport -MIA
- Opa-locka Airport - OPF
- Kendall-Tamiami Executive Airport - TMB
- Homestead General Aviation Airport - X51
- Opa-locka West Airport - X46
- Dade-Collier Training and Transition Airport – TNT

Economic Impact:

The Airport's annual impact on local tourism, cruise, international banking, trade & commerce is \$19.1 billion. The Airport and related aviation industries contribute 242,387 direct/indirect jobs in South Florida.

MIA Rankings for 2004:

U.S. Airport Rankings

- 1st in the U.S. - International Freight
- 3rd in the U.S. - International Passengers
- 4th in the U.S. - Total Freight
- 3rd in the U.S. - Total Cargo (Freight + Mail)
- 15th in the U.S. - Total Passengers
- 19th in the U.S. - Total Number of Operations

World Airport Rankings

- 8th in the world - Total Freight
- 8th in the world - International Freight
- 9th in the world - Total Cargo (Freight + Mail)
- 25th in the world - Total Number of Operations

- 27th in the world - Total Passengers
- 28th in the world - International Passengers

Miami International Airport (Year 2004 Figures)

Land area: 3,230 acres
 Runways:
 9/27 13,000'
 8R-26L 10,500'
 8L-26R 8,600'
 12/30 9,355'

Personnel:

Aviation Department and other: 38,273

Hotel:

Miami International Airport Hotel has 254 rooms.

Operations (2004): 400,864 (take-offs/landings) 1,098 (average per day)
 Number of gates: 107* Common *Changes according to construction.
 Scheduled air carriers: approx. 71
 Non-scheduled air carriers: approx. 17
 Destinations: 145 cities/four continents

Freight:

2004 Totals: 1.6 million U.S. tons international
 312,269 U.S. tons domestic
 1.9 million U.S. tons total

Passenger Information:

2004 Total: 30.2 million passengers
 Weekday Daily Average: 88,775 passengers
 Weekend Daily Average: 95,735 passengers
 Weekly Average: 619,661 passengers

APPENDIX G – “Passenger Traffic” is provided for information purposes only.

The above Appendix is for information purposes only and shall not be construed as a guarantee of business to be generated. Data provided in this RFP shall in no way relieve a Proposer from the responsibility of determining for itself the business potential of the proposed luggage cart concession.

Passenger Demographics: The Airport has conducted a survey of people traveling through the Airport and the report pertaining to demographics has been excerpted and the “Excerpts from Passenger Survey” are attached for your convenience as APPENDIX K “Passenger

Profile". The Department recognizes the need to improve its concession program and the results of the survey indicate passengers recognize this need also.

Parking: Two long-term parking garages – Dolphin and Flamingo – and two short-term lots provide approximately 7,650 spaces, including those reserved for persons with disabilities. There is also a high-vehicle lot adjacent to the Dolphin Garage.

Airport Improvements: The Airport's \$5.2 billion Capital Improvement Program is well under way, encompassing all aspects of Airport operations, from the terminal and roadways to the cargo locations and the airfield.

Terminal: MIA is being expanded from 3.5 million square feet in 1995 to 4.7 million square feet. Further development of the North and South Terminals will add 2.7 million square feet for a total of 7.4 million square feet upon completion of phase one of the CIP, with 100 international gates and 30 domestic gates for a total of 130 gates. The Terminal will have 556 ticket counters and 120 self-service devices.

Landside: The Capital Improvement Program includes ground transportation components to be constructed within the next five to six years. Projects remaining include upgrading short-term parking, new bus stations for the cruise ship operations at the North and South terminals, and the MIA Mover from the airport terminal to the Miami Intermodal Center (MIC).

III. CONCESSION GOALS AND OBJECTIVES

The Department has established concession goals and objectives to better meet or exceed the demands of today and tomorrow's traveling public.

The Department's concession goals and objectives for the Airport are to:

- Enhance the image of the Airport as a world-class airport.
- Enhance customer service and satisfaction by improving product choice, price choice, and customer service.
- Optimize sales and revenues.
- Optimize design and location of retail units.
- Present a local and regional identity to the traveling public.
- Provide national and international branded concepts.
- Increase local and Airport Concession Disadvantaged Business Enterprises (ACDBE) participation to the extent possible.

Luggage Cart Goals:

- Equipment that is reliable, clean and user friendly.
- Well organized cart operation program.
- Affordable rates to the public.

These goals will provide balance between maximizing revenues and providing a high level of customer service consistently delivered to the Airport community, which consists of the

traveling public and patrons, the Airport employees, service providers, and residents of South Florida.

The objectives of the luggage cart agreement is to achieve significant revenues for MIA, provide the public at MIA with luggage cart services and provide opportunities for Airport Concession Disadvantaged Business Enterprise (ACDBE) participation.

IV. SCOPE OF SERVICES

The Concessionaire is responsible for the furnishing, installing, operating, managing, and maintaining a first-class luggage cart concession program in all pre-security (landside) and post-security (airside) areas of the Airport. Luggage cart services shall be available for the traveling public twenty-four (24) hours a day, seven (7) days a week.

Concessionaire shall provide all necessary carts and cart management units (CMUs). The Concessionaire shall provide a minimum of 3,200 carts in the baggage claim portion of the FIS free of charge to arriving passengers. This minimum number of carts will be adjusted annually or more frequently in direct proportion to changes in the Federal Inspection Services areas (FIS) arriving passengers. The Concessionaire shall provide approximately 1,000 carts in the landside (pre-security) areas of the Terminals including ticketing and bag claim areas inside the Terminals, as well as exterior curbsides on the departures and arrivals level. Concessionaire shall ensure carts are returned to the cart management units (CMUs) in a safe and orderly fashion without interfering with the traveling public.

Locations:

The Concessionaire will be responsible for reviewing the physical layout and operating conditions at Miami International Airport. Final approval will be given by the Department on the placement of the CMU locations, throughout the existing terminal areas, curbside, and parking areas.

The Concessionaire is responsible for installing new or like new carts and CMUs. Transition schedule will be provided by the Concessionaire and reviewed and agreed to by MDAD.

Advertisement on carts will be allowed, but the Department reserves the right to review and approve any display and/or ad placed on the cart. The Department shall have the exclusive right to place advertising on the luggage carts through its advertising concessionaire.

Rental Fee:

The cart rental fee under this RFP will be three dollars (\$3.00). There will be no charge for carts in the FIS areas.

Cart Specifications:

All luggage carts must be matching, new or like new, constructed of durable corrosion resistant materials such as stainless steel and shall have a directional polish finish no less than AISI No. 4 with horizontal grain direction. The cart should be constructed to be nearly maintenance free, resistant to rough usage and vandalism. The Concessionaire shall submit to the Department for final approval of the finish materials prior to fabrication and installation.

1. Cart Capabilities – A luggage cart shall:
 - a. hold several pieces of luggage, garment bags, and other items normally utilized by travelers at an airport.
 - b. provide a space (e.g. a small vinyl coated wire basket) to hold small valuable items such as a purse.
 - c. shall roll easily on small curbs, ramps and irregular surfaces and not tip over despite a full load of heavy luggage; and be able to carry full loads of luggage through the public parking garages, curb-fronts, elevators and Terminal Building.
 - d. be designed to operate safely. Carts will not be allowed on escalators or through security screening points and shall not have a seat designed to carry children.
 - e. be designed to minimize damage to Airport facilities (i.e. building wall finishes) and overall design and appearance must be attractive.

2. Cart Management Unit (CMU) shall be:
 - a. a free standing operation in the environmental conditions outside the Terminal Building, parking garages and parking lots at the Airport.
 - b. easy to operate for renting and returning of carts.
 - c. capable to record monetary usage and have audit trail capability for usage and revenue verification.
 - d. capable of accepting U.S. coins and currency and a minimum of three major credit cards (if electric power is available).
 - e. capable of being moved for floor cleaning purposes. The Concessionaire shall be responsible to coordinate the cleaning with the Department's janitorial operator.
 - f. capable of stacking a large number of carts in a neat, compact arrangement.
 - g. Capable to operate under battery power for at least one week.

The Department reserves the right to add, delete or relocate any CMU deemed necessary. When utilities are not available at the Locations, the Concessionaire will be responsible for bringing in the utilities. Utilities consumed will be additional costs to the Concessionaire.

3. The signage on the CMUs is integral and shall include the following information: luggage carts may not go through security, the cost of the luggage cart and how to pay for rental, the international luggage cart symbol, what to do in case of malfunction, and identification of the Concessionaire's corporate name and logo. CMUs signage should be small in relationship to the size of the overall CMUs and mounted on the CMUs. All signage shall have a grey background color.
4. The following languages: English, Spanish and Creole shall appear on the concession signage at the Airport.
5. The CMUs shall be designed to operate safely and minimize damage to Airport facilities (i.e. building wall finishes).

MANAGEMENT REQUIREMENTS

The Concessionaire shall:

1. manage the Luggage Cart Concession in a way that maximizes the highest and best use and financial return to the Department.
2. monitor and enforce compliance with the terms and conditions of the Lease and Concession Agreement including but not limited use clauses, customer service, insurance, pricing, hours of operation, detailed reporting of number of transactions and sales, payment of fees, rent, and signage.
3. maintain permanent records for each CMU.
4. maintain computerized records on a commercially available property management software program acceptable to the Department. Programs and all data collected should be available to the Department on-line (digital and electronic).

OPERATIONAL REQUIREMENTS

The Concessionaire shall:

1. provide quality controls audits and reports, including maintenance, contract requirements, cleanliness of CMU and carts.
2. generate monthly reports to the Department, including number of transactions and sales by CMU.
3. generate and provide the Department monthly airport revenue reports, and such other financial and management reports as are usual and customary in sophisticated airport concession management programs.
4. provide on-site staff to perform daily functions as required under this section "Scope of Services" and the Standards of Operations identified in this Lease and Concession Agreement, subject to acceptance by the Department.
5. ensure compliance with Department and other governmental agency ID badging requirements.
6. implement any new policies, procedures, and operational directives as issued from time to time by the Department
7. respond to customer/passenger complaints on a timely basis. Ensure customer service program compliance.
8. participate in an airport-wide customer service program implemented by the Department.

MAINTENANCE

The Concessionaire shall:

1. Maintain carts and the CMUs Locations pursuant to Department standards, which may be promulgated from time to time.
2. Take corrective action as necessitated to maintain the Locations in acceptable condition as required by the Department.

The Incumbent currently leases the following spaces at MIA:

- 1) **331 Sq Ft of Class II space; and,**
- 2) **153 Sq Ft of Class IV**

The Annual Terminal Rental Rates for Class II space is \$89.66 per sq ft. and \$29.89 per sq. ft. for Class IV space (October 1, 2005 through September 30, 2006); these rates are subject to change.

This space will be made available to the Selected Proposer.

V. MINIMUM QUALIFICATIONS

Minimum Qualifications: Proposers shall supply evidence, attached hereto, that they meet the minimum qualifications established for this RFP as follows:

Three (3) years continuous experience within the last five (5) years in the direct management, installation and operation of a business in an airport, other transportation center, or shopping mall venues. This experience must have included an operation that can demonstrate customer service related experience, dealing directly with the public and generating at least \$500,000 in annual sales. If Proposer is a joint venture, then at least one of the joint venture partners must satisfy all of the foregoing Minimum Qualification Requirements. If the proposer is a New Entity other than a Joint Venture, then the managing or principal member or other person listed in 8, b of Appendix A must satisfy all of the foregoing minimum qualifications requirements.

SECTION 2 PROPOSAL FORMAT

This Section outlines the submission requirements and provides a guide to the Proposer for proposal submission to this RFP.

I. CONTENTS OF PROPOSAL

The Proposal must consist of two (2) separate parts: (A) Technical Proposal and (B) Percentage Fee Proposal Form (one original and 10 copies) as stated herein. Proposers shall address all sections.

II. TECHNICAL PROPOSAL

Proposers must carefully follow the format and instructions outlined below. The Technical Proposal should contain, but is not limited to, each of the following enumerated categories, fully completed, signed, and notarized as required. A set of tabs to identify each part of the Proposal should be inserted to facilitate quick reference. The Proposal must include all of the following items and documents, organized and tabulated in the order, and must complete, sign as required, and submit the following documents as part of its Technical Proposal:

➤ SECTION TITLES:

- Table of Contents
- Executive Summary
- Minimum Qualifications Form
- Financial Capacity to Perform
- Experience and Qualifications
- Equipment Design and Function
- Managing, Operating and Maintaining Plan
- ACDBE Plan/Participation - **See Section 5 of this RFP**
- Appendix A - Minimum Qualifications Form
- Appendix C - Airport Concession Disadvantaged Business Enterprises Participation Plan/Provision
- Appendix D - Acknowledgment of Addenda
- Appendix E - Proposal Bond Guaranty
- Appendix F - Lobbyist Registration for Oral Presentation
- Appendix I - Local Business Preference
- Appendix J - Single Execution Affidavits and Condition of Award Certificates

➤ THE FOLLOWING MUST BE SUBMITTED BY THE PROPOSER IN A SEPARATELY SEALED ENVELOPE:

- Appendix B - Percentage Fee Proposal Form

A. TABLE OF CONTENTS

The Table of Contents should outline the major areas of the proposal in sequential order. All pages of the Proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents. A Proposer's checklist should list all requested information and the associated page number in the Minimum Qualifications Form and Technical Proposal. If additional information is provided as part of or in support of the Proposal, this information should be referenced here also.

B. EXECUTIVE SUMMARY

Provide a brief summary describing the Proposer's ability to perform the Work requested in this RFP; a history of the Proposer's background and experience in providing similar services; the qualifications of the Proposer's personnel to be assigned to this project and a brief history of their background and experience; and, any other information called for by this RFP which the Proposer deems relevant. This summary should be brief and concise to advise the reader of the basic services offered, and the experience and qualifications of the Proposer and staff. The executive summary should be no longer than three (3) pages.

C. MINIMUM QUALIFICATIONS FORM

The "Minimum Qualifications Form", Appendix A – Part 1 should be fully completed, signed, and notarized as required. A Minimum Qualifications Form submitted which does not include necessary information may be deemed non-responsive and may not be considered for award of any Agreement; such failure to submit Appendix A "Minimum Qualifications Form" shall render the Proposal non-responsive.

THE PERCENTAGE FEE INFORMATION CANNOT BE INCLUDED IN THE MINIMUM QUALIFICATIONS FORM (APPENDIX A). THE PERCENTAGE FEE SHALL BE PROVIDED ON APPENDIX B "PERCENTAGE FEE PROPOSAL FORM", WHICH WILL ONLY BE CONSIDERED AFTER EVALUATION OF THE TECHNICAL PROPOSALS AS FURTHER DESCRIBED IN SECTION 4.

D. FINANCIAL CAPACITY TO PERFORM/FINANCING

The Proposer shall provide copies of certified financial statements (last two fiscal years - which include a balance sheet and income statements) prepared in accordance with generally accepted accounting principals (GAAP) for the Proposer and any individual companies comprising a team or joint venture that are signatories to the guaranteed payment of the MAG and Fee. If certified financial statements are not available, the Proposer may submit its complete federal tax return and a copy of its most recent financial statements for the last two years. Proposer shall describe the financial relationship and responsibilities with regard to any joint ventures, subsidiaries or related companies.

All Proposers must provide information on the percentage of equity of any partnerships formed and an estimate of working capital and reserves. Equity shares should be specified on the form and on additional sheets, if necessary. Proposers should specify the source of funds (cash, bank loan, etc.) for the start-up costs.

1. Capital Investment: Proposer shall submit a financial plan, which will indicate the source of funding to be used for capital requirements, and the amount of working capital the Proposer determines will be required to maintain operations (submit a pro forma statement of projected results of operation for a two-year period – Do not include any information on Payment made to the Department in the pro forma).
2. References: The Proposer must list three letters of business reference and contact information for the authors of those letters (to allow the Department to verify this information).
3. Financial Background Information: The Proposer shall include an interim balance sheet and income statement reflecting the Proposer's current financial conditions and any significant financial events occurring subsequent to the closing date of the most recent certified financial statements or Federal Tax Returns as required in first paragraph of this sub section "D".
4. Requested Information from Subsidiaries: If Proposer operates as a subsidiary of another company, include the appropriate financial information as requested above for both the parent and subsidiary. If parent company guarantees the MAG, fees and the Lease and Concession Agreement for the Proposer, provide a letter from an authorized representative of the parent company attesting to the parent company's intent to guarantee the MAG, fees and Lease and Concession Agreement.
5. Financial Capacity: Submit a proposed operating budget (pro forma) statement of projected results of the operation for a two year period (do not include any Payments made to the Department).

E. EXPERIENCE AND QUALIFICATIONS

Proposer shall explain in detail the number of years and extent of Proposer's industry experience, with special emphasis upon prior experience with the management and operation of luggage cart operations at airports, transportation centers, shopping centers, or marketplaces. Proposer must also provide details on the pertinent experience of persons who will be directly involved in the management and operations of the Luggage Cart Operation as follows:

1. Provide the names and addresses of the luggage cart contracts (up to ten) which the Proposer currently operates and/or manages or has operated/managed in the last five years at other airports, shopping centers, or other locations where luggage cart rental systems are similar to airport systems, and the number of years the Proposer has operated at each primary location. Include the number of carts, CMUs locations, rental rate and annual sales in each market. Include any general aeronautical contracts that the Proposer has managed/operated or manages/operates, in the past five years.
2. The location, address, phone number, and person to contact at the Proposer's most comparable location. Include photographs with a descriptive outline of the most comparable location and approximate gross receipts for the most recent fiscal year.

Provide the number of CMUs and the number of luggage carts and specify the term of the contract.

3. Explain how the Proposer's experience and qualifications qualify the Proposer to develop and operate a luggage cart concession. Provide the name, location, and date of any of the Proposer's luggage cart contracts which have been terminated and reason for termination prior to the expiration of their term, within the past five (5) years.

F. EQUIPMENT DESIGN AND FUNCTION

1. Equipment Submittals

- i. Describe the features that make your equipment the best for MIA. How are the safety and utility maximized in these features?
- ii. Describe how the Luggage Carts, the CMUs and the proposed signage to be affixed to the CMUs meet the requirements of Section I, IV of this RFP. The Department, may require the Proposer to demonstrate the equipment at an oral presentation.

A color photo of the proposed luggage cart, the CMUs equipment, and the sample of the CMUs signage to be affixed to the CMUs.

2. Luggage Cart and Cart Management Units (CMUs) Specifications

- i. Provide a complete specification from the manufacturer including dimensions and materials used for CMUs units and luggage carts, including the construction of the wheels, the frame, cart handles, fasteners and support equipment. Provide name and address of manufacturer of CMUs and carts.
- ii. Specify the CMUs unit power requirements and capacities.
- iii. Specify the reliability of the proposed CMUs, and Proposer's general experience with this equipment at other similar locations and the number of years the equipment has been in place overall.
- iv. Describe the luggage cart's features on design, engineering, safety, and support. What are the luggage cart restrictions, manufacturer's recommendations in writing on the size and weight limits. What is the luggage cart finish and the manufacturing process.
- v. Describe how the CMUs operation is handled for passengers renting and returning carts. Do units accept coins, currency and/or credit cards? What are the change making capacities for the CMUs? Describe how the signage (instructions) on the CMUs are communicated to customers.
- vi. Provide a detailed plan describing the collection frequency and restocking of the carts. Describe the equipment to be used for moving the carts in each of the operating areas.

G. MANAGING, INSTALLING, OPERATING, AND MAINTAINING PLAN

Please submit a plan for meeting the requirements for MIA's patrons for luggage cart services:

1. What is your customer service philosophy and goals, and how will they be implemented into action? Discuss CMU servicing and cart replenishment, policies regarding refunds, and any other customer service issues. How will you repair and replace carts?
2. How will the Proposer begin its operations, minimizing disruption of service to the public?
3. Attach a plan for retrieving carts that may become an exhibit to Luggage Cart Lease and Concession Agreement should you be the selected Proposer.
4. Describe in detail how you will operate the Concession, including your prices; manner and frequency of collections; your procedure for handling emergency calls; and the number, type, make, and description of the luggage cart equipment and money changers to be used (note that only new or like new equipment will be permitted and the dispensing equipment may be battery or electronically operated.)
5. What internal controls and accounting methods will you use.
6. Describe in detail the cost of all luggage cart equipment and money changers and the cost of installation for this concession.
7. Discuss operating, cart cleaning and maintenance schedules.
8. Describe in detail the customer service philosophy, including treatment of complaints, refunds and adjustments.
9. Describe the management policies, structure and operating program (including staffing plan and organization chart) to be used in the operation of the Concession. Identify staffing to be maintained in both low and peak passenger arrivals and departure periods. Prepare and submit a chart of the organization structure proposed in this Concession. Describe the relationship of the Proposer's local operating staff to the headquarters operating structure. Please submit charts, diagrams and descriptive materials as necessary.
10. Describe the personnel policies, incentive programs, detailed training (as well as recurring training) for all positions.
11. The Proposer shall demonstrate that its proposed management personnel are qualified to handle the duties and responsibilities of a luggage cart concession at the Airport. Identify the supervisory personnel who will be available for the operation of the concession. Identify the financial management staff that will be responsible for the financial requirements (i.e. reports) of the contract.
12. Provide the name, address, and a complete resume of the qualifications and experience of the proposed general manager. Provide describe the services that he/she has provided with the Proposer. The resume shall identify references were the proposed general manager has served in the last five (5) years. These references should identify

the employee who monitored or otherwise worked in close contact with the proposed general manager. If a general manager has not been identified, provide the qualifications and experience required for the general manager position. The Aviation Director of the Aviation Department or his designee will review and approve the qualifications and experience required for the general manager position. The Aviation Director or designee may require that the candidate appear for a personal interview.

13. Describe the uniform the employees will be wearing during the summer and winter operations.

Note: After Proposal submission, but prior to the award of any contract issued as a result of this RFP, the Proposer has a continuing obligation to advise the Department of any changes, intended or otherwise, to the Key Personnel identified in its Proposal.

H. ACDBE PLAN/PARTICIPATION

See Section 5 of this RFP.

I. PERCENTAGE FEE PROPOSAL FORM

The Percentage Fee Proposal Form, Appendix B, submitted by the Proposer will establish the financial elements of this RFP and is considered by the County as constituting an offer by the Proposer, as stated above. The Proposer must submit the Percentage Fee Proposal Form, in a separate sealed envelope (separate from the Technical Proposal) clearly marked on the sealed envelope or package "Percentage Fee Proposal Form", together with the Proposer's name, RFP Number, and RFP title. The Proposer may submit the separate sealed Percentage Fee Proposal Form inside the same container or package together with the separate Technical Proposal. The Percentage Fee shall be submitted as mentioned above on Appendix B "Percentage Fee Proposal Form", and in the manner stated on Appendix B. Proposers who do not submit pricing in accordance with Appendix B may be found non-responsive.

Appendix B must contain all information required as follows:

- 1) Percentage Fee amount proposed.

The Percentage Fee Proposal Form shall consist of one original and ten copies. Any telegraphic or facsimile of the Percentage Fee will not be considered.

The Percentage Fee Proposal Form must either be typed or completely legible in blue ink. The Proposer's authorized representative shall sign the form in blue ink. In addition, any corrections made to the Percentage Fee Proposal Form shall be initialed and dated by the Proposer's authorized representative in blue ink. The use of pencil or erasable ink will result in the rejection of the Proposal. Failure to sign the Percentage Fee Proposal Form may render the Proposal non-responsive.

Proposers cannot qualify, place conditions or additional terms with the Percentage Fee Proposal Form; Proposers who place qualifications, conditions or additional terms with the Percentage Fee Proposal Form may be found non responsive.

J. PROPOSAL BOND GUARANTY

Proposers submitting a proposal are required to provide a Proposal Bond Guaranty of \$5,000 with its Proposal. The Proposal Guaranty must be in the form of a cashier's check or certified check from any national or state bank, made payable to Miami-Dade County, Florida or a Proposal Bond Guaranty prepared on the attached form, "Proposal Bond Guaranty", Appendix E, duly executed by each Proposer as principal and having a Surety thereon meeting the requirements set forth in this RFP document. The County will hold proceeds of the proposal guarantee check without interest to the Proposer. Failure to include the specified Proposal Bond Guaranty shall render the Proposal non-responsive.

Proceeds of checks submitted, as guaranty, will be returned to all unsuccessful Proposers after execution of any Agreement issued as a result of this RFP. Proposal Bond Guaranty will not be returned to any Proposer(s) but will be discharged as provided therein. The proceeds of the Selected Proposer's guaranty will be returned after the County and the Concessionaire have executed an Agreement.

In the event the selected Proposer fails to provide the required payments, security, and evidence of insurance within thirty (30) calendar days after notice of award, or fails to begin operation as required by the Agreement, the Proposal Guaranty will be forfeited to the County as penalties and award rescinded.

III. PROPOSAL PREPARATION REQUIREMENTS

Proposers must follow instructions of Section 2 "Proposal Format". The proposal must consist of two separate parts: a) Technical Proposal (original and 10 copies), and b) sealed Percentage Fee Proposal Form (original and 10 copies). The Technical Proposal must be packaged separately from the sealed Percentage Fee Proposal Form, and both must be submitted as follows:

Proposer's Name	
Proposer's Address	
Proposer's Telephone Number	
	Clerk of the Board Stephen P. Clark Center 111 NW 1st Street, 17th Floor, Suite 202 Miami, FL 33128-1983
RFP No.: Percentage Fee Proposal Form	
RFP Title:	
Proposal Due Date:	

SECTION 3
PROPOSAL INFORMATION AND REQUIREMENTS

I. CONTRACTING OFFICER

The Contracting Officer for this RFP is:

AnaMaria Saks
Miami-Dade Aviation Department

Location address:

4200 N.W. 36 Street, Building 5A, 4th Floor
Miami, FL 33122

Mailing address:

P.O. Box 592075
Miami, FL 33159

Phone: (305) 876-7048

Fax: (305) 876-8068

II. RFP AVAILABILITY

Copies of this RFP may be obtained from the Office of Contracts Administration, Miami-Dade Aviation Department, Building 5A, 4200 N.W. 36th Street, 4th Floor, Miami, Florida 33122, with a nonrefundable payment of **Fifty Dollars (\$50.00)** per set, company check only, made payable to the Miami-Dade Aviation Department (MDAD).

PROPOSERS WHO OBTAIN COPIES OF THIS SOLICITATION FROM SOURCES OTHER THAN THE DEPARTMENT'S CONTRACTS ADMINISTRATION DIVISION RISK THE POTENTIAL OF NOT RECEIVING ADDENDA, OR ADDITIONAL MATERIALS SINCE THEIR NAMES WILL NOT BE INCLUDED ON THE LIST OF FIRMS PARTICIPATING IN THE PROCESS FOR THIS PARTICULAR SOLICITATION. FAILURE OF SUCH PROPOSERS TO OBTAIN CRITICAL INFORMATION COULD IMPACT THE RESPONSIVENESS OF THEIR PROPOSAL, AND SUCH PROPOSERS ARE SOLELY RESPONSIBLE FOR THAT RISK.

III. PRE-PROPOSAL CONFERENCE

A Pre-proposal Conference has been scheduled for the date and time as it appears in the advertisement for this RFP, as may be amended. The purpose of this Conference is to afford Proposers an opportunity to seek clarification prior to the Proposal submittal. Proposers are encouraged to submit any questions they may have, in writing, to the Contracting Officer delineated herein. Any changes to this RFP will be by written Addendum. Attendance is recommended but not mandatory. A walk-through of all locations may take place after the Pre-proposal Conference, if requested in advance.

Any addenda or revisions to the RFP resulting from the Pre-proposal Conference will be developed as expeditiously as possible and be distributed to all parties on record as having purchased and received the RFP.

It is the Proposer's sole responsibility to ensure that the Proposer receives any and all addenda or revisions resulting from the Pre-proposal Conference. Directly following the Pre-proposal Conference, the Department may provide the opportunity for local, small or disadvantaged businesses to meet and present their qualifications to potential Proposers. Department representatives will not be in attendance and therefore no questions will be answered by the Department regarding the RFP during this networking session. The Department in a written addendum to the RFP will address any additional questions that are raised during or after the networking session, and properly submitted for response in writing to the Contracting Officer.

IV. RESPONSIBILITY OF PROPOSER

It is the sole responsibility of each Proposer to become thoroughly familiar with the RFP requirements and all terms and conditions of the Agreement affecting the performance of this RFP. Pleas of ignorance by the Proposer of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the Department, or the compensation to be paid to the Concessionaire. It shall be the responsibility of each Proposer to examine the entire RFP document including the form of Agreement, Appendices, Exhibits, ACDBE Letter of Intent and ACDBE Schedule of Participation, attachments, required forms and any addendum and evaluate all the circumstances and conditions affecting its proposal at its own expense and to become fully informed of the conditions to be encountered, of the character, quality and quantities from this contract to be performed and materials to be furnished and the operational activities of the Airport, which activities must be maintained without interference from this work.

V. MODIFICATION OR WITHDRAWAL OF PROPOSAL

A. Modification of Proposal

Any modification by the Proposer shall be submitted to the Clerk of the Board prior to the time and date set for the Proposal opening. The Proposer shall submit, in a sealed envelope, the Proposal and a letter, on company letterhead, signed by an authorized representative of the Proposer stating that the new submittal supersedes the previously submitted Proposal. No modifications of a Proposal shall be accepted after the Proposals Due Date and Time.

B. Withdrawal of Proposal

Proposals shall be irrevocable unless the Proposal is withdrawn as provided herein. Only a written letter received by the Clerk of the Board prior to the Proposal due date and time may withdraw a Proposal. The withdrawal letter must be on company letterhead and signed by an authorized representative of the Proposer.

VI. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Proposals will be opened at the time and place specified in the advertisement for this RFP, as may be amended. Proposals received after the Proposal Due Date and time are late and may not be considered.

Modifications received after the Proposal Due Date and time are also late and may not be considered. Letters of withdrawal received after the Proposal Due Date and time or after contract award, whichever is applicable, are late and may not be considered.

The responsibility for submitting a Proposal to the Clerk of the Board on or before the stated time and date is solely and strictly the responsibility of the Proposer. Miami-Dade County is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence.

VII. RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Concessionaire shall comply with all laws and regulations applicable to the goods and/or services contained in this RFP, especially those applicable to conflict of interest and collusion. The Concessionaire is presumed to be familiar with all federal, state and local laws, ordinances, codes, rules and regulations that may in any way affect the goods and/or services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by The Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, Chapter 553 of Florida Statutes, and any and all other local, state and federal directives, ordinances, rules orders, and laws relating to people with disabilities.

VIII. RFP POSTPONEMENT/CANCELLATION

The Department may, at its sole and absolute discretion, reject any and all, or parts of any and all Proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the Proposals received as a result of this RFP.

IX. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of a Proposal to the County, or any work performed in connection therewith, shall be borne by the Proposer. No payment will be made for any response received or for any other effort required of or made by the Proposer prior to commencement of work as defined by a contract approved by the Board of County Commissioners.

X. PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of Proposals will be available for public inspection after opening of Proposals in compliance with Chapter 119 Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this RFP that the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this RFP shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either

inadvertently or intentionally, and clearly identifies that information in the Proposal as protected or confidential, the County shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the Proposal. The redaction or return of information pursuant to this clause may render a Proposal non-responsive.

XI. ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing and sent via fax to the Department's Contracting Officer for this RFP by no later than twenty one (21) calendar days prior to the date originally established for opening of proposals. The request must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number, and facsimile number. Electronic facsimile requesting additional information will be received by the RFP Contracting Officer at the fax number specified in this RFP. Facsimiles must have a cover sheet which includes, at a minimum, the Proposer's name, name of Proposer's contact person, address, number of pages transmitted, phone number, facsimile number, and RFP number and title.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail. It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the designated RFP Contracting Officer prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals by submitting the attached form, "**Acknowledgement of Addenda**", **Appendix D** with their Proposal.

SECTION 4
EVALUATION/SELECTION PROCESS

I. EVALUATION/SELECTION PROCESS OVERVIEW

Following the opening of the Proposals, the Proposals will be evaluated by an Evaluation/Selection Committee appointed by the County Manager. It is the responsibility of the Evaluation/Selection Committee to ensure that a Proposal submittal complies with all of the requirements of this RFP and assess it accordingly.

II. REVIEW OF PROPOSALS FOR RESPONSIVENESS AND RESPONSIBLENESS

Each Proposal will be reviewed to determine if the Proposal is compliant with the submission requirements outlined in the RFP. A responsive Proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a Proposal being deemed non-responsive by the Office of the County Attorney.

The Evaluation/Selection Committee shall determine if the Proposer is responsible. In making these determinations, the Evaluation/Selection Committee shall have the right to investigate the management, operational experience, financial stability, reputation and business judgment of any Proposer and their management, including the conducting of investigations of the officers, directors, principal, stockholders, other principals, if any, of the business entity of the Proposer, its affiliates and parent company and the proposed management, and to review and investigate all contracts the Proposer has performed for the County or others. The Proposer agrees to provide upon request any additional information that may be required by the Committee or the Department. In addition, the Evaluation/Selection Committee reserves the right to inspect the locations at which the Proposer conducts its business and provides services.

III. EVALUATION PROCESS

It is the obligation of the Proposer to provide all information necessary for MDAD's evaluation according to the criteria listed in this RFP document and/or any addenda that may be issued. Evaluation criteria have been established based upon the goals and objectives as provided in this RFP. Based on the Evaluation/Selection Committee's evaluation of the written Technical Proposal and oral presentations, if required, the Committee shall rate and rank the responsive and responsible firms on their Technical Proposal based on the criteria listed below. The technical criteria listed below may not be of equal value or decision weight nor are they necessarily ranked in order of importance. A Proposer may receive the maximum points or a portion of this score depending on the merit of its Proposal, as judged by the Evaluation/Selection Committee member in accordance with the criteria below.

IV. EVALUATION CRITERIA

Each Proposer will be evaluated on the basis of information provided in the written Proposal submittal using the following criteria. The technical criteria are itemized with their respective weights for a maximum total of nine hundred (900) points per each voting Evaluation/Selection Committee member.

TECHNICAL PROPOSAL EVALUATION

<u>CRITERIA</u>	<u>MAXIMUM PTS</u>
1) Financial Capacity to Perform/Financing	150
2) Experience and Qualifications	250
3) Equipment Design and Function	200
4) Furnishing, Management, Installation, Operation and Maintenance Plan	200
5) ACDBE Plan	<u>100</u>
Total Technical Proposal Maximum Points	900

PERCENTAGE FEE EVALUATION

1) Percentage Fee Proposal Maximum Points	<u>100</u>
Total Evaluation Points	1000

V. ORAL PRESENTATIONS

The County may require Proposers to give oral presentations in support of their Proposals and to exhibit or otherwise demonstrate the information contained therein. All individuals must register for oral presentations in accordance with Sub-Section X, in this Section 4 of this RFP. Upon completion of the oral presentations, the Committee will rate and rank the Proposals based on the Technical Proposal criteria and the oral presentation, if any.

VI. PERCENTAGE FEE PROPOSAL

After the Evaluation/Selection Committee completes the evaluation of the Technical Proposal, the sealed Percentage Fee Proposal envelopes will be opened. The sealed Percentage Fee Proposal envelopes will be opened in the presence of the Evaluation/Selection Committee. The Percentage Fee Proposal submission will be assigned a maximum of 100 points per voting Evaluation Selection Committee member. The Percentage Fee Proposals will be evaluated in the following manner:

- 1. The responsive/responsible proposal with the highest Percentage Fee will be given the full weight of one hundred (100) points (per voting Evaluation Committee Member) assigned to the Percentage Fee criterion.**

2. Every other responsive/responsible proposal will be given points proportionately in relation to the highest responsive/responsible Percentage Fee Proposal. This point total will be calculated by dividing the Percentage Fee Proposal of the proposal being evaluated by the highest responsive/responsible Percentage Fee Proposal with the result being multiplied by the maximum weight for price (100 points - per Evaluation Committee Member) to arrive at a Percentage Fee Evaluation score of less than the full score for the Percentage Fee.

Example:
$$\frac{\text{Proposer's Proposed Percentage Fee}}{\text{Highest Proposed Percentage Fee}} \times 100^* = \text{Price Score}$$

* Per Voting Evaluation/Selection Committee Member

VII. OVERALL RANKING

The calculated points for the Percentage Fee proposals for each voting Evaluation Selection Committee Member will be added to the technical score for each voting Evaluation/Selection Committee Member to develop the total score for each member. Such total score for each Member shall be added together to form the Proposer's total score and to determine the overall ranking.

The Department shall apply local preference as further described in Paragraph XV of this Section.

Local Preference shall not apply if it results in a Local ACDBE gaining an advantage over a Non-Local ACDBE, a violation of Federal Regulations.

VIII. NEGOTIATIONS

The County may award the Agreement on the basis of initial offers received, without discussion or negotiation. Therefore, each proposal should contain the Proposer's best terms from a monetary and technical standpoint. However, if it is determined that negotiations are necessary, a negotiation committee will be recommended by the Evaluation/Selection Committee, and upon appointment and authorization by the County Manager, the Negotiation Committee will proceed to negotiate.

The County reserves the right to enter into contract negotiations with the recommended Proposer. If the County and the recommended Proposer cannot negotiate a successful contract, the Negotiation Committee may terminate said negotiations and begin negotiations with the next ranked responsive and responsible Proposer. This process may continue until an agreement is executed, for each Proposal or the County may reject all Proposals. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

IX. CONTRACT AWARD

The Selected Proposer shall execute the attached Agreement within ten (10) calendar days after the County presents such Agreement to the Selected Proposer. This will occur prior to the filing of the contract award recommendation with the Clerk of the Board.

The contract award, if any, shall be made to the Proposer whose Proposal shall be deemed by the Board to be in the best interest of the County. The Board's decision of whether to make the award and which Proposal is in the best interest of the County shall be final.

Failure to provide required insurance and bonds, and to execute other required documents within the time required, or failure of the recommended Proposer to execute the Agreement as required above, may constitute a repudiation of the Proposer's Proposal and result in forfeiture of any deposits and bonds provided pursuant to this RFP.

X. LOBBYIST REGISTRATION FOR ORAL PRESENTATION

In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, the attached Lobbyist Registration for Oral Presentation Affidavit (**See Appendix F**) must be completed, notarized and included with the proposal submission. Lobbyists specifically include the principal, as well as any employee whose normal scope of employment includes lobbying activities.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee shall list on this affidavit all individuals who may make a presentation. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for any additional team members with the Clerk of the Board at least two (2) days prior to the oral presentation. Any person not listed on the revised affidavit or who is not a registered lobbyist will not be permitted to participate in the oral presentation.

NOTE: Other than for the Oral Presentation, Proposers who wish to address the Board of County Commissioners, or a County board or Committee concerning any actions, decisions or recommendations of County personnel regarding this RFP must also register with the Clerk of the Board (Form BCCFORM2DOC) and pay all applicable fees.

In accordance with 2-11.1 (s) of the Miami-Dade County Code, prior to conducting any lobbying, all principals must file a form with the Clerk of the Board of County Commissioners, signed by the principal or the principal's representative, providing that the lobbyist is authorized to represent the principal. Failure of a principal to file the form required by the preceding sentence may be considered in the evaluation of Proposal as evidence that a Proposer is not a responsible Proposer.

The County's Ethics Commission has also adopted rules delineating the responsibilities of lobbyists and County personnel in implementing the requirements of the lobbying section of

the Conflict of Interest and Code of Ethics Ordinance (see Appendix L). The Proposer shall comply with these requirements.

XI. RIGHTS OF PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the Code of Miami Dade County, and as established in Administrative Order No. 3-21, as amended.
- B. To initiate a Proposal protest, the protester shall present to the Clerk a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>AWARD AMOUNT</u>	<u>FILING FEE</u>
\$25,001 - \$100,000	\$500
\$100,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

In the event a Proposer wishes to protest any part of the published requirements, terms and conditions or processes described in the Request, it must file a notice of protest, in writing, with MDAD no later than forty-eight (48) hours prior to the Proposal opening date and hour specified in the Request. Failure to file a timely notice of protest will constitute a waiver of proceedings.

- C. The foregoing notwithstanding, the protest may not challenge the relative weight of the evaluation criteria or the formulas specified for assigning points as described in the Request.
- D. Protests shall be submitted in writing to the Clerk pursuant to the procedures established in Section 2-8.4 of the Code and Miami-Dade County Administrative Order No. 3-21, and shall state with particularity the specific facts and grounds on which it is based, shall include all pertinent documents and evidence, and shall be accompanied by the corresponding filing fee.
- E. For award recommendations greater than \$100,000, the following shall apply:
When a letter of intent to award a Proposal Request has been communicated (mailed, faxed or electronically mailed) to each competing Proposer and filed with the Clerk, a Proposer wishing to protest said award recommendation shall file a protest with the Clerk within ten (10) business days of the date of award recommendation letter. Within two (2) business days of that filing, the protester shall provide the Office of the County Attorney and each Proposer with a copy of each document that was filed with the protest. Failure to file the written protest in a timely manner as described herein, shall constitute a waiver of the right to protest the award recommendation.

F. For award recommendations from \$25,000 to \$100,000, the following shall apply:

Each Monday, in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street, Miami, Florida 33128, award recommendations are posted. Participants may also call the Awards Line at (305) 375-4724 or 1-800-510-4724, or the contact person identified on the cover page of the Request. Any Proposer wishing to protest such recommendations, shall file a protest with the Clerk within five (5) business days of the posting and submit a \$500 non-refundable filing fee.

XII. PROVISIONS OF LAW REQUIRING AFFIDAVITS AND CONDITION OF AWARD CERTIFICATES

A. AFFIDAVITS:

The Affidavits described below are part of a single execution affidavit:

1. Public Entity Crimes Affidavit

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, "Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a bid solicitation to provide goods and/or services to a public entity, may not submit a bid on a bid solicitation with a public entity for construction or repair of a public building or public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a contractor or, supplier, or subcontractor or consultant under a bid solicitation with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

2. Debarment Disclosure Affidavit

Section 10-38 of the Code of Miami-Dade County ("the Code") relates to the debarment of any individual or other legal entity from County work. The Debarment Disclosure Affidavit requires the Proposer to affirm, under oath, that neither the Proposer, its officers, principals, directors, shareholders owning or controlling more than ten percent (10%) or more of the stock, partners, affiliates, as defined in the Code, nor its Subcontractors/Subconsultants, have been debarred by the County. Any individual or entity that has been debarred by the County is prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Proposer's responsibility to ascertain this information before submitting the Proposal.

3. Criminal Record Affidavit

Pursuant to Section 2-8.6 of the Code, the Proposer must disclose, at the time the Proposal is submitted, if the Proposer or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Proposer who knowingly fails to make the required disclosure or to falsify information.

Following contract award, if a principal of the contracting entity is convicted of a felony, the County may terminate the contract.

4. Disclosure of Ownership Affidavit

Pursuant to Section 2-8.1(d)(1) of the Code, the Proposer shall disclose under oath their full legal name and business address. The Proposer shall also disclose the full legal name and business address of all individuals (other than Subcontractors/Subconsultants, materialmen, suppliers, laborers, or lenders) that has, or will have any interest (legal, equitable, beneficial or otherwise) in the contract transaction. If the contract is with a corporation, the full legal address shall be provided for each officer, director, and stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract is with a partnership or joint venture, the full legal address shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. Post Office addresses are not acceptable.

In addition, pursuant to Section 2-8.1 (d)(2) of the Code , the Proposer shall disclose the composition of its workforce, as to race, national origin and gender, as well as the existence of a collective bargaining agreement with employees. The Proposer must also disclose whether they provide paid health care benefits for its employees.

5. Affirmative Action Plan/Procurement Policy Affidavit

Pursuant to Section 2-8.1.5 of the Code, 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 Business Development (DBD). The Proposer shall submit with its Proposal the Affirmative Action Plan/Procurement Policy Affidavit, indicating one of the following: (i) that the firm's gross revenues are in excess of \$5 million and the firm has a current Affirmative Action Plan/Procurement Policy on file with DBD; or, (ii) that the firm's gross revenues are in excess of \$5 million and the firm will file an Affirmative Action Plan/Procurement Policy with DBD for approval; or, (iii) the firm's Board of Directors are representative of the population make-up of the nation and is exempt from this requirement; or, (iv) the firm's annual gross

revenues do not exceed \$5 million and therefore Section 2-8.1.5 of the Code is not applicable.

B. CONDITION OF AWARD REQUIREMENTS

1. The affidavits described below are part of a single execution affidavit that should be submitted with the Proposal. If a Proposer does not submit said condition of award affidavits with its Proposal, the Proposer should state in its Proposal when such affidavits will be provided, which shall be no later than with the execution of the Agreement.

a. Disability Nondiscrimination

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Proposer shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Proposer or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

b. Family Leave

Pursuant to County Resolution No. R-183-00, the Proposer shall, as a condition of award, provide written certification that the firm provides family leave to their employees as required by the County's family leave policy. Failure to comply with the requirements of this Resolution may result in debarment.

c. Domestic Leave

Pursuant to County Resolution No. R-185-00, the Proposer shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution, may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

d. Currently Due Fees and Taxes

Pursuant to Section 2-8.1(c) of the Code, the Proposer shall, as a condition of award, verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered

in the name of the Proposer, have been paid. Failure to comply with this requirement may result in debarment.

e. Drug Free Workplace

Pursuant to Section 2-8.1.2(b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this requirement may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

f. Current in County Obligations

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code, until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Any contract or transaction entered into in violation of Section 2-8.1(h) of the Code shall be voidable. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

g. Code of Business Ethics

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that it has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. If the Entity fails to submit the required affidavit, it shall be ineligible for contract award.

2. Subcontracting documents not part of single execution affidavit:

a. Subcontracting Policies

Pursuant to Section 2-8.8(4) of the Code, the Proposer on County contracts, wherein subcontractors/subconsultants may be used, shall, prior to contract award, provide a detailed statement of their policies and procedures for awarding subcontracts which:

- (i) notifies the broadest number of local subcontractors/ subconsultants of the opportunity to be awarded a subcontract;

- (ii) invites local subcontractors/subconsultants to submit bids in a practical, expedient way;
- (iii) provides local subcontractors/subconsultants access to information necessary to prepare and formulate a subcontracting bid;
- (iv) allows local subcontractors/subconsultants to meet with appropriate personnel of the Proposer to discuss the Proposer's requirements; and
- (v) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the Proposer's stated objectives.

The Proposer who fails to provide the required statement shall be precluded from receiving the contract.

b. Listing of Subcontractors/Subconsultants and Suppliers

Section 10-34 of the Code requires that on County or Public Health Trust contracts, which involve the expenditure of \$100,000 or more, that the entity contracting with the County shall, as a condition of award, provide a listing which identifies all first tier Subcontractors/Subconsultants who will perform any part of the contract work, describes the portion of the work such subcontractor/subconsultant will perform, identifies all suppliers who will supply materials for the contract work directly to the Proposer, and describes the materials to be so supplied.

A Proposer who is awarded the contract shall not change or substitute first tier subcontractors/subconsultants, direct suppliers, the portions of the work to be performed, or the materials to be supplied from those identified in the listing provided, except upon written approval by the County.

THE FORM CONTAINED IN APPENDIX J, OR A COMPARABLE LISTING MEETING THE REQUIREMENTS OF SECTION 10-34 OF THE CODE , MUST BE COMPLETED AND SUBMITTED EVEN THOUGH THE PROPOSER MAY NOT UTILIZE SUBCONSULTANTS OR SUPPLIERS FOR THIS PROPOSAL. THE PROPOSER SHOULD ENTER THE WORD "NONE" UNDER THE APPROPRIATE HEADING (S) ON THE ATTACHED FORM, APPENDIX J, IN THOSE INSTANCES WHERE NO SUBCONSULTANTS AND/OR SUPPLIERS WILL BE USED ON THIS PROPOSAL.

3. Proof of Authorization to do Business:

Pursuant to Florida Statutes Section 607.0128 F.S, Proposer must attach a copy of the Certificate of Status or Authorization, and certificate evidencing compliance with the Florida Fictitious Name Statute per Florida Statutes Section 865.09, (if applicable.)

XIII. CONE OF SILENCE

Pursuant to Section 2-11.1(t) of the County Code and Administrative Order 3-27 (“Cone of Silence Provisions”), as amended, a “Cone of Silence” is imposed upon RFPs, RFQs, or bids after advertisement and terminates at the time the County Manager issues a written recommendation to the Board of County Commissioners. The Cone of Silence prohibits communication regarding RFPs, RFQs, or bids between: A) potential vendors, service providers, bidders, lobbyists or consultants and the County’s professional staff including, but not limited to, the County Manager and the County Manager’s staff; B) a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor, County Commissioners or their respective staffs; C) the Mayor, County Commissioners or their respective staffs and any member of the County’s professional staff including, but not limited to, the County Manager and the County Manager’s staff; D) a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee assigned to this Solicitation; E) the Mayor, County Commissioners or their respective staffs and member of the selection committee assigned to this Solicitation; F) any member of the County’s professional staff and any member of the selection committee therefore.

Section 2.11.1(t) of the County Code and Administrative Order 3-27, as amended, permits oral communications regarding a particular RFP, RFQ or bid for solicitation of goods or services between any person and the procurement officer responsible for administering the procurement process for such RFP, RFQ, or bid, provided that the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

The Cone of Silence Provisions do not apply to oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meetings, public presentations made to the Board of County Commissioners during any duly noticed public meeting, or communications in writing at any time unless specifically prohibited by the applicable RFP, RFQ, or bid document. Proposers must file a copy of any written communications with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be submitted via e-mail to the Clerk of the Board at CLERKBCC@MIAMIDADE.GOV. The Contracting Officer shall respond in writing and file a copy with the Clerk of the Board, which shall be made available to any person upon request.

In addition to any other penalties provided by law, violation of the Cone of Silence Provisions by any proposer and bidder shall render any RFP award, RFQ award, or bid award voidable. Any person having personal knowledge of a violation of the Cone of Silence provisions shall report such violation to the State Attorney and/ or may file a complaint with the Ethics Commission. Proposers should reference the actual Cone of Silence Provisions for further clarification. All Proposers will be notified in writing when the County Manager makes an award recommendation to the Board of County Commissioners.

XIV. MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW

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 County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any Contract issued as a result of this Proposal shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total proposed amount. The audit cost will be deducted by the County from progress payments to the Concessionaire. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent 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; (j) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (k) federal, state and local government-funded grants; and (l) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above.

XV. LOCAL BUSINESS PREFERENCE

Pursuant to Section 2-8.5 of the Code of Miami-Dade, the Local Preference provisions are as follows:

1. Local business means the vendor has a valid occupational license issued by Miami-Dade County at least one year prior to bid or proposal submission to do business within Miami-Dade County that authorizes the business to provide the goods, services or construction to be purchased, and a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include, but not be limited to the retention and expansion of employment opportunities and the support and increase to the County's tax base. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim local preference status for a period of up to one year. The County Manager, in his discretion, may also recommend that the firm be referred for debarment in accordance with Section 2-8.4.1 of the Code of Miami-Dade County.

2. Request for proposals, qualifications or other submittals and competitive negotiation and selection. If, following the completion of final rankings (technical and price combined, if applicable) by the selection committee, a non-local business is the highest ranked Proposer, and the ranking of a local Proposer is within 5% of the ranking obtained by the non-local Proposer, then the highest ranked local Proposer shall have the opportunity to proceed to negotiations with the County under the applicable sections of this Code.

If a tie occurs between two (2) or more local businesses, then contract award on the basis of best and final bids, or the opportunity to proceed to negotiations, shall be made to such local business having the greatest number of its employees that are Miami-Dade County residents.

3. The preferences established herein in no way prohibit the right of the Board of County Commissioners to compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the right of the County Commission from giving any other preference permitted by law instead of the preferences granted herein.

In the event Broward, Palm Beach or Monroe County extend preferences to local businesses, Miami-Dade County may enter into an interlocal agreement with such County wherein the preferences of this section may be extended and made available to vendors that have a valid occupational license issued by Broward, Palm Beach or Monroe County to do business in that County that authorizes the vendor to provide the goods, services or construction to be purchased, and a physical business address located within the limits of that County. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Broward, Palm Beach or Monroe County, whichever is applicable, in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to that County's tax base. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. In no event shall the amount of the preference accorded Broward, Palm Beach or Monroe County firms exceed the amount of preference that such County extends to Miami-Dade County firms competing for its contracts. **Note: An interlocal agreement has been entered into with Broward County until September 30, 2006.**

The Proposer should complete, sign and submit the attached form, Appendix I, "Local Business Preference" with the Proposal, in order to be considered for Local Preference.

XVI. ORDINANCES, RESOLUTIONS AND/OR ADMINISTRATIVE ORDERS

To request a copy of any ordinance, resolution and/or administrative order cited in this RFP, the Proposer must contact the Clerk of the Board at 305-375-5126.

XVII. NONEXCLUSIVITY

This RFP is nonexclusive in character and in no way prevents the County from entering into an agreement with other parties offering competitive services at the Airport during the term of any agreement issued as a result of this RFP.

SECTION 5

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES

I. ACDBE REQUIREMENTS:

It is the policy of the County that ACDBE's shall have the maximum practical opportunity to participate in the performance of County agreements. As used in the Bid Documents, the term "Airport Concession Disadvantaged Business Enterprises (ACDBE)" means a small business concern, which (a) is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it as set forth in 49 CFR Part 23, Code of Federal Regulations. The County has established an ACDBE concession specific goal of **20%** percent of gross revenues. The ACDBE overall goal can be achieved either through the Proposer being an ACDBE itself, a partnership or joint venture, or subcontracting a percentage of gross revenues.

The Airport Concession Disadvantaged Business Enterprise (ACDBE) Plan must be submitted with the Proposal in accordance with **Appendix C, Section II** and its supporting documents. The Successful Proposer will be required to submit to the Department's Minority Affairs Division, Monthly Utilization Reports (MUR) reflecting ACDBE revenue and operational expenses, commencing 90 days after beneficial occupancy and monthly thereafter, on or before the 10th of every month.

II. COUNTING ACDBE PARTICIPATION TOWARD CONTRACT GOALS:

1. When an ACDBE participates in a contract, only the value of the work actually performed by the ACDBE toward the ACDBE goal will be counted.
2. When an ACDBE performs as a participant in a joint venture, a portion of the total dollar value of the contract during the complete contract term, equal to the distinct clearly defined portion of the work of the contract that the ACDBE performs will be counted toward ACDBE goals as outlined in **Appendix C**.
3. Expenditures to an ACDBE contractor toward ACDBE goals will be counted only if the ACDBE is performing a commercially useful function as defined below:
 - (a) An ACDBE performs a commercially useful function when it is responsible for execution of specific quantifiable work of the contract and is carrying out its responsibilities by actually performing, or managing, or supervising the specific identified work.

MDAD will determine whether an ACDBE is performing a commercially useful function by evaluating the specific duties outlined in the Joint Venture

Agreement; the subcontract agreement or other agreements in accordance with industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and other relevant factors.

- (b) An ACDBE does not perform a commercially useful function if its role is limited to that of an extra participant in a financial or other transaction, contract, or project through which funds are passed in order to obtain the appearance of ACDBE participation.
- (c) If an ACDBE does not perform or exercise responsibility for at least their percentage of its participation or if the ACDBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the ACDBE is not performing a commercially useful function.
- (d) When an ACDBE is presumed not to be performing a commercially useful function as provided in paragraph (c) of this section, the ACDBE may present evidence to rebut this presumption. MDAD will determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

4. MDAD's decision on commercially useful function matters are final.

III. ACDBE GOAL ACHIEVED THROUGH JOINT VENTURE ("JV") PARTNERING:

Proposers may decide to satisfy a part of the ACDBE goal by Joint Venturing with an ACDBE. The ACDBE partner must meet the eligibility standards set forth in 49 CFR Part 23. A **"joint venture" or ("JV")** shall mean and may be referred to as an "association" of two or more businesses acting as a concessionaire and performing or providing services on a contract, in which each joint venture or association partner combines property, capital, efforts, skill, and/or knowledge. The joint venture agreement must specify the following:

- (1) Each ACDBE joint venture (**"JV"**) partner must be responsible for a clearly defined portion of the work to be performed. The work should be detailed separately from the work performed by the non-ACDBE JV partner.

The work should be submitted as part of this solicitation and annually thereafter to the Aviation Department's Minority Affairs Division. The work to be performed by the ACDBE joint venture partner should be store specific with regards to tasks and locations.

The ACDBE Joint Venture partner will be required to spend the minimum amount of aggregate time on-site, focused on the operation of the concession. Such "minimum amount of aggregate time" is defined as ten hours per week.

- (2) Each Joint Venture partner must submit a notarized Monthly Utilization Report (**ACDBE MA-2**) and a notarized Monthly Report of ACDBE Joint Venture Activity (**ACDBE MA-1**) providing details of how the performance objectives were achieved and providing documentation of that achievement on the (**ACDBE MA-1**) form. This information should include, but not be limited to:
 - a. Details of training sessions, including class rosters and lesson plans.
 - b. Deliverables and work products.
 - c. Time sheets of partner employees used to fulfill objectives. Time sheets must accurately reflect hours worked and compensation earned.
 - d. Proof that employees of partners actually work for them (payroll, payroll tax returns and the like).
- (3) Each ACDBE partner must share in the ownership, control, management, and administrative responsibilities, risks and profits of the JV in direct proportion to its stated level of JV participation.
- (4) Each ACDBE JV partner must perform work that is commensurate with the Lease Agreement.

As described below, each Proposer must submit, as part of its Proposal, a plan for the achievement of the ACDBE goal, including Schedule of Participation and the Letter of Intent from ACDBE's who are Certified or have applied for Certification to the Miami-Dade County Department of Business Development as required by Airport Concession Disadvantaged Business Enterprise Participation Plan (ACDBE).

Without limiting the requirements of the Agreement, the County will have the right to review and approve all agreements utilized for the achievement of these goals. Such agreements must be submitted with the Proposal.

IV. CERTIFICATION-AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)

In order to participate as an ACDBE on this contract, an ACDBE must be certified or have applied for certification to the Miami-Dade County Department of Business Development (DBD) at the time of Proposal submittal.

Application for certification as an ACDBE may be obtained by contacting the Miami-Dade County Department of Business Development (DBD) located at 111 NW 1st Street, Stephen P. Clark Center, 19th floor, Miami Florida 33128-1974 or by telephone at (305) 375-3111 or facsimile at (305) 375-3160, or visit their website at www.co.miami-dade.fl.us/DBD/.

The ACDBE Certification List is maintained and published at least every other week by the Department of Business Development (DBD) and contains the names and addresses of

currently certified Airport Concession Disadvantaged Business Enterprise (ACDBEs) certified by them.

V. **AFFIRMATIVE ACTION AND AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PROGRAMS:**

The Successful Proposer acknowledges that the provisions of 14 CFR Part 152, Affirmative Action Employment Programs, and 49 CFR Part 23, Disadvantaged Business Enterprise Programs, are applicable to the activities of the Successful Proposer under the terms of the Agreement, unless exempted by said regulations, and hereby agrees to comply with all requirements of the Department, the Federal Aviation Administration and the U.S. Department of Transportation.

These requirements may include, but not be limited to, the compliance with Airport Concession Disadvantaged Business Enterprise and/or Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports and, if directed by the Department, the contracting of specified percentages of service contracts and purchase of goods from Airport Concession Disadvantaged Business Enterprises. In the event it has been determined, in accordance with applicable regulations, that the Successful Proposer has defaulted in the requirement to comply with the provisions of this section and fails to comply with the sanctions and/or remedies then prescribed, the County shall have the right, upon written notice to the Concessionaire, to terminate this Agreement, pursuant to Default language referenced in the Agreement.

The Successful Proposer shall include the following nondiscrimination language in concession and management related contracts with MDAD:

“This agreement is subject to the requirements of the US Department of Transportation’s Regulations 49 CFR Part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner’s race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.”

“The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.”

VI. ACDBE MENTORING, ASSISTANCE AND TRAINING PROGRAM:

Consistent with the goal of providing ACDBEs with hands-on participation and the responsibility for a clearly defined portion of the Airport Concession operations, subject to **Section 5 “Airport Concession Disadvantaged Business Enterprise”** hereof, each ACDBE shall have the duty and responsibility to operate certain areas of the concession(s) following a mentoring period, if needed, which shall include but not be limited to the following specific duties and responsibilities:

A. Operations

- (1) Passenger profile analysis
- (2) Product analysis
- (3) Product maintenance
- (4) Cash handling/sales audit
- (5) Warehousing, packaging, and sales reporting of merchandise

B. Personnel

- (1) Employment practices
- (2) Compliance with wage and hour laws
- (3) Compliance with County and Airport requirements
- (4) Designing compensation and benefits plans
- (5) Staffing to meet customer levels
- (6) Staffing to meet maintenance levels
- (7) Management and staff training to enhance product knowledge and customer service

C. Design and Display

- (1) Airport layout
- (2) Growth and development proposals
- (3) Visual display techniques
- (4) Marketing, Merchandising, and Enhancing sales

D. Loss Prevention and Security

- (1) External and internal theft
- (2) Product Security
- (3) Airport Security Awareness

E. Books, Records and Reports

- (1) The books of account and supporting records of the joint venture(s) and the sub-concessionaire(s) shall be maintained at the principal office and shall be open for inspection by the MDAD or the ACDBE sub-concessionaire(s)

or Joint Venture(s), upon reasonable prior written notice, during business hours.

- (2) The books of account, for both financial and tax reporting purposes shall be maintained on the accrual method of accounting. The Successful Proposer shall provide to the sub-concessionaire(s) or joint venture(s), within an agreed upon time after the end of each month during the term of this agreement, an unaudited operating (*i.e.*, income) statement for the preceding month and for the year-to-date.
- (3) Reports of the ACDBE Mentoring Program shall be submitted to the Department's Minority Affairs and Business Management Divisions, outlining the specific areas of training (*i.e.*, components covered, participating staff, total number of hours of training, training material covered, etc.).

VII. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN:

The Successful Proposer shall contract with those firm(s) as are listed on the Successful Proposer's ACDBE Participation Plan in the Proposal documents and approved by the Department, and shall thereafter neither (i) terminate such ACDBE firm(s), nor (ii) reduce the scope of the work to be performed, nor (iii) decrease the percentage of participation, nor (iv) decrease the dollar amount of participation by the ACDBE firm(s) without the prior written authorization of the Department.

The County shall monitor the compliance of the Successful Proposer with the requirements of this provision during the term of this agreement.

The County shall have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records, records of expenditures, contracts between the Successful Proposer and the ACDBE Participant, and other records pertaining to the ACDBE Participation Plan.

If at any time the County has reason to believe that the Successful Proposer are in violation of this provision, the County may, in addition to pursuing any other available legal remedy, impose sanctions which may include, but are not limited to, the termination or cancellation of the agreement in whole or in part, unless the Successful Proposer demonstrates, within a reasonable time, its compliance with the terms of this provision. No such sanction shall be imposed by the County upon the Successful Proposer except pursuant to a hearing conducted by the MDAD Compliance Monitor and/or Director.

SECTION 6
FORM OF LEASE AND CONCESSION AGREEMENT

Attached is a form of Lease and Concession Agreement.

It is incumbent on the Proposer to carefully consult the prepared Form of Agreements set forth in this Section.