

Memorandum



Date: April 24, 2012

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

From: Carlos A. Gimenez
Mayor 

Subject: Luggage Wrap Award Timeline

This memorandum is provided in response to Commissioner Sosa's request at the February 21, 2012, Board of County Commissioners meeting regarding the timeline for the award of a new luggage wrapping contract.

Attached is the anticipated timeline as well as the RFP advertised on Monday, April 23, 2012. If you require further information regarding this subject, please contact Miami-Dade Aviation Department Director José Abreu, P.E., at 305-876-7077.

Attachments

c: Jack Osterholt, Deputy Mayor
José Abreu, P.E., Miami-Dade Aviation Director

**RFP SCHEDULE
LUGGAGE WRAP
RFP NO. MDAD-05-12**



MIAMI-DADE AVIATION DEPARTMENT

CAO: C. Lee/D. Murray
User: Conc. Business
Measures: 30% ACDBE

ID	Task Name	Duration	Start	Finish	Feb '12	Mar '12	Apr '12	May '12	Jun '12	Jul '12
1	ADVERTISEMENT PHASE	70 d	Mon 2/27/12	Fri 6/1/12						
2	Develop Solicitation Document	23 d	Mon 2/27/12	Wed 3/28/12	100%		23 d			
3	Industry Review	1 d	Mon 3/5/12	Mon 3/5/12	100% 1 d					
4	Request to Advertise	36 d	Thu 3/1/12	Thu 4/19/12	86%		36 d			
5	Legal Sufficiency	16 d	Fri 3/9/12	Fri 3/30/12	100%		16 d			
6	Project Advertised	30 d	Mon 4/23/12	Fri 6/1/12						
7	Request Selection Committee	5 d	Tue 4/24/12	Mon 4/30/12				0%	5 d	
8	Project Briefing	1 d	Mon 5/7/12	Mon 5/7/12				0%	1 d	
9	Addendum Period	20 d	Mon 4/23/12	Fri 5/18/12				0%	20 d	
10	Proposal Due	1 d	Fri 6/1/12	Fri 6/1/12						
11	COMPLIANCE REVIEW PHASE	8 d	Fri 6/1/12	Tue 6/12/12						
12	Inventory Due Diligence	5 d	Fri 6/1/12	Thu 6/7/12					0%	5 d
13	Legal Responsiveness	5 d	Fri 6/1/12	Thu 6/7/12					0%	5 d
14	Financial Compliance	5 d	Fri 6/1/12	Thu 6/7/12					0%	5 d
15	ACDBE Compliance	5 d	Fri 6/1/12	Thu 6/7/12					0%	5 d
16	OIG Due Diligence	7 d	Mon 6/4/12	Tue 6/12/12					0%	7 d
17	SELECTION PHASE	13 d	Wed 6/20/12	Fri 7/6/12						
18	Prescreen Meeting	1 d	Wed 6/20/12	Wed 6/20/12						
19	Public Hearing	1 d	Wed 6/27/12	Wed 6/27/12					0%	1 d
20	Comm Rpt/Mayor Authorization	7 d	Thu 6/28/12	Fri 7/6/12					0%	7 d
21	AWARD PHASE	25 d	Mon 7/9/12	Fri 8/10/12						
22	Prep Route Award Recommendation	3 d	Mon 7/9/12	Wed 7/11/12						
23	File Award Recommendation GA	1 d	Thu 7/12/12	Thu 7/12/12					0%	1 d
24	Notice of Award Recommendation	1 d	Fri 7/13/12	Fri 7/13/12					0%	1 d
25	Protest Period	3 d	Mon 7/16/12	Wed 7/18/12						
26	Board of County Commissioners	1 d	Tue 8/7/12	Tue 8/7/12						
27	Mayor Execution	2 d	Wed 8/8/12	Thu 8/9/12						
28	Clerk Attestation	1 d	Fri 8/10/12	Fri 8/10/12						0

Considerations:
Waive RTC & Veto Period

REQUEST FOR PROPOSALS
FOR
LUGGAGE WRAPPING SERVICES AT MIAMI
INTERNATIONAL AIRPORT
RFP NO. MDAD-05-12

PRE-PROPOSAL CONFERENCE TO BE HELD ON

May 7, 2012 at 10:00 A.M.

(LOCAL TIME)

Miami-Dade Aviation Department
4200 NW 36th Street, Building 5A
Miami, Florida Conference Room F - 4th Floor

ISSUING DEPARTMENT:
MIAMI-DADE AVIATION DEPARTMENT
CONTRACTS ADMINISTRATION DIVISION

Contracting Officer: Pedro J. Betancourt
Telephone: (305) 876-7345
Facsimile: (305) 876-8068
Email: pjbetancourt@miami-airport.com

PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW
NO LATER THAN

June 1, 2012

at 2:00 P.M. (LOCAL TIME) ("PROPOSAL DUE DATE AND TIME")

at

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

PROPOSALS WILL BE OPENED PROMPTLY AT THE TIME AND PLACE SPECIFIED. PROPOSALS RECEIVED AFTER THE FIRST PROPOSAL HAS BEEN OPENED WILL NOT BE OPENED AND WILL 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.

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Exhibit E:	Retail Concessions Design Guidelines
Exhibit F:	Tenant Airport Construction Non-Reimbursable Procedures (TAC-N) Tenant Airport Construction Reimbursable Procedures (TAC-R)
Exhibit G:	Independent Audit Report
Exhibit H:	Monthly Report of Gross Revenues
Exhibit I:	List of Prohibited Items
Exhibit J:	Tenant Handbook
Exhibit K:	Scope of Services
Exhibit L:	Standards of Operation
Exhibit M:	Executed Affidavits of Successful Proposer

Attachments to the RFP document:

- Appendix A:** Questionnaire and Minimum Qualifications Form
- Appendix B:** Price Proposal Form
- Appendix C:** Acknowledgement of Addenda
- Appendix D:** Lobbyist Registration for Oral Presentation Affidavit
- Appendix E-1:** Single Form Execution Affidavits
- Public Entity Crimes Affidavit
 - Criminal Record Affidavit
 - Disclosure of Ownership Affidavit
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 - Sudan/Iran Affidavit
 - Subcontracting Policies Statement (No format, insert document)
 - Subcontractor/Supplier Listing
 - Proof of Authorization to do Business (No format, insert document)
- Appendix F:** Local Business Preference
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GENERAL DEFINITIONS

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

- a) The term **"Addenda"** or **"Addendum"** shall mean the written or graphic instruments issued prior to Proposal opening that clarify, correct or change the RFP documents or the Lease and Concession Agreement.
- b) The term **"Agreement"** or **"Contract"** shall mean the Lease and Concession Agreement, including all attachments thereto and a part thereof entered into by the County and the Successful Proposer, including all of its terms and conditions, attachments, exhibits, and amendments.
- c) The term **"Airport"** or **"MIA"** shall mean Miami International Airport and any facilities controlled by MDAD.
- d) The term **"Airport Concession Disadvantaged Business Enterprises or ACDBE"** shall have the meaning described in Section 4.0 of this RFP entitled **"Airport Concession Disadvantaged Business Enterprises"**.
- e) The term **"Airport Security Plan"** shall refer to the Aviation Department's security program in accordance with 49 C.F.R. Part 1542 – Airport Security.
- f) The term **"Aviation Director"** or **"Director"** shall mean the Director of the Miami-Dade Aviation Department or his or her designee.
- g) The term **"Board"** shall mean the Board of County Commissioners of Miami-Dade County.
- h) The term **"Capital Improvement Program"** or **"CIP"** shall refer to the Department's construction program that will involve the refurbishment of MIA's terminal interiors, airline relocations, changes in access to the terminal and concourses, construction of new concession spaces, and other improvements that may affect concession operations in the MIA Terminal Building and on the concourses.
- i) The term **"Central Terminal"** shall refer to the area of the Terminal Building and concourses, within the central part of the MIA terminal area, landside and airside, which is known as Concourses E-G.
- j) The term **"Code"** shall mean the Code of Miami-Dade County, Florida.
- k) The term **"Concessionaire"** shall mean the person, firm, or entity that enters into the Agreement with the County as a result of this Solicitation.
- l) The term **"Consumer Price Index"** or **"CPI"** shall mean that index published by the United States Department of Labor, Bureau of Labor Statistics known as the Consumer Price Index for all urban consumers ("CPI-U") in the South Region Average: All items.

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- m) The term **"County"** shall mean Miami-Dade County, a political subdivision of the State of Florida.
 - n) The term **"Days"**, shall mean calendar days, unless specifically stated as other.
 - o) The term **"Date of Execution"** shall mean the day upon which the Agreement is executed by the Mayor of Miami-Dade County or designee, and attestation by the Clerk of the Board.
 - p) The term **"Department"** or **"MDAD"** shall mean the Miami-Dade Aviation Department. Wherein in this Solicitation document, rights are reserved to the County, MDAD may exercise such rights. MDAD may only exercise such rights through the specific positions listed in the Solicitation or Contract documents.
 - q) The term **"Effective Date"** shall mean the ten (10) days after the Date of Execution.
 - r) The term **"Exhibit"** shall mean all documents attached to the Lease and Concession Agreement.
 - s) The term **"Location(s), Facility(ies), and Premises"** shall mean the areas which are used by the Concessionaire for actual placement and operation of Luggage Wrapping Machines as defined in Exhibit A.
 - t) The terms **"Luggage Wrapping Machines"** or **"Machines"** shall mean the equipment used by the Successful Proposer to perform its services, pursuant to the Scope of Services.
 - u) The term **"Minimum Monthly Guarantee"** or **"MMG"** shall mean the proration of the Minimum Annual Guarantee which is payable in twelve equal monthly installments.
 - v) The term **"North Terminal"** shall mean the area of the Terminal Building and concourses, within the north part of the MIA terminal area, landside or airside, which was known as Concourses A-D.
 - w) The term **"Point of Sales"** or **"POS"** shall mean the physical location at which wrapping services are sold to customers.
 - x) The term **"Proposal"** shall mean a Proposer's written response to this Solicitation document.
 - y) The term **"Request for Proposals"** or **"RFP"** shall mean this Solicitation document and all associated addenda and attachments.
 - z) The term **"Proposer"** or **"Respondent"**, **"Submitter"**, **"Vendor"**, or **"Bidder"** shall mean the person, firm, entity or organization submitting a response to this Solicitation.
 - aa) The term **"Scope of Services"** shall mean Section 1.2 of this Solicitation, which details the work to be performed by the Selected Proposer.

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- bb) The term “**Solicitation**” shall mean this Request for Proposals and all associated addenda and attachments.
 - cc) The term “**South Terminal**” shall refer to the area of the Terminal Building and concourses, within the south part of the MIA terminal area, landside or airside which includes Concourses H and J and connecting concession and public space.
 - dd) The terms “**Subcontractor/Subconsultant**” shall mean any person, firm, entity or organization, other than the employees of the Proposer, who contracts with the Proposer to furnish labor, or labor and materials, in connection with the services that will be provided to the County, whether directly or indirectly, on behalf of the Successful Proposer.
 - ee) The term “**Successful Proposer**” or “**Selected Proposer**” shall mean the Proposer that receives any award of an Agreement from the County as a result of this Solicitation.
 - ff) The word “**Terminal**” or “**Terminal Building**” shall mean the area of the MIA consisting of the Terminal Buildings and concourses, within the North and South Terminals, landside or airside and connecting concession and public spaces.
 - gg) The term “**TSA**” shall mean the United States Transportation Security Administration, and any successor agency, office or department thereto.
 - hh) The term “**TSA Guidelines**” shall refer to the security guidelines issued by the Transportation Security Administration, which must be adhered to by the Successful Proposer, in order to conduct re-wrapping of luggage post TSA inspection.
 - ii) The term “**Turnover Date**” shall mean the date approved by the Department for the Concessionaire to commence construction of a Location.
 - jj) The terms “**Work**”, “**Services**”, “**Program**”, “**Project**” or “**Engagement**” shall mean all matters and things that will be required to be done by the Successful 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 1.0
INTRODUCTION, SCOPE OF SERVICES,
AND MINIMUM QUALIFICATION**

1.1 INTRODUCTION/BACKGROUND

The County (the "County"), as represented by the Miami-Dade Aviation Department ("MDAD"), requires the services of one (1) qualified firm to provide Luggage Wrapping Services at Miami International Airport ("MIA"). MDAD currently has an existing Agreement in place for the provision of luggage wrapping services with Sinapsis Trading LLC ("Incumbent"). The Incumbent has been operating at MIA under this Agreement since December 2010, and currently operates twenty-nine (29) Machines in the Terminal, two (2) in the Rental Car Center, and re-wrapping in twenty-two (22) post TSA inspection secure areas.

1.1.1 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 80% of all imports between the United States and the Latin American/Caribbean region flow through MIA.

MIA is the port of entry for 79% of all international traffic arriving by air to Florida. The Airport is the world's largest Latin American/Caribbean gateway, offering over 1,100 weekly departures with direct service to 62 destinations in the region. With 46% of total passenger traffic being international, MIA is among the top two airports in the U.S. with the highest international to domestic passenger ratios.

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.

1.1.2 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.

1.2 SCOPE OF SERVICES

The County, represented by MDAD is seeking proposals from interested parties to provide Luggage Wrapping Services at MIA. The "Successful Proposer" shall provide, install, operate, and maintain luggage wrapping and all other necessary/appurtenant machines ("Machines") for the provision of luggage wrapping services at MIA. This RFP will result in the selection of one Successful Proposer, who shall place up to thirty-one (31) luggage wrapping machines in strategically located areas throughout the Terminal Building and Rental Car Center. The Successful Proposer must provide re-wrapping free of charge to passengers whose luggage has been opened and inspected by the TSA. The Machines shall meet the equipment specifications, at all times have an opening date fresh appearance and be maintained in an operational condition and in service three hundred sixty-five (365) days a year. The Successful Proposer shall not provide any other service except luggage wrapping at MIA, unless specifically permitted by MDAD in writing.

TRANSITION PLAN

The Successful Proposer will submit a Transition Plan including a timeline schedule to the Department, within twenty (20) days of the Date of Execution to ensure a smooth transition from the incumbent.

LOCATIONS

The Successful Proposer shall operate up to thirty-one (31) wrapping Machines at those POS Locations referenced in Exhibit A of the Agreement, and shall use and occupy those Locations solely for the purpose of operating luggage wrapping machines as described herein and for no other business or purpose whatsoever.

The Locations are as stated below:

Terminal Building – Second level – 29 Locations

Rental Car Center – 2 Locations

Additionally, there will be locations identified and agreed upon by the TSA and the Concessionaire for the re-wrapping stations (these Machines are not to be considered as part of the above indicated 31 Machines).

The Department shall approve a final plan for the Locations of all Machines. Changes cannot be made to the Locations without the written approval of the Department.

Concessionaire Luggage Wrapping Activities Off Airport Property

The Successful Proposer agrees that if for the Term and any Extensions to the Agreement resulting from this RFP engages in luggage wrapping operations within a 6-mile radius of the Airport property, the "Percentage Fee" shall apply to all such operations and such sales shall be reported pursuant to Sub-Article 3.04 "Percentage Fee". This provision shall also apply to any corporate parent, joint venture, sister company, subsidiary ("an affiliated company"), or business entity, in which a principal or officer of the Concessionaire is a principal, officer or holds a financial interest.

REWRAPPING SERVICES POST TSA INSPECTION

The Successful Proposer must have the ability to rewrap luggage that was previously wrapped by the Successful Proposer in post TSA inspection areas and comply with the required TSA Guidelines.

EQUIPMENT SPECIFICATIONS

- The Machine shall be easy to relocate, and be able to operate with power or battery. The Machine shall be provided with an emergency button to bring the machine to stop in case of an emergency, as well as a mechanism to turn on/off the Machines by the Successful Proposer.
- Machines with credit card capabilities are permissible.
- Machines are required to have a scale incorporated.
- Machines will not have any cavities or openings in which to conceal weapons of any kind.
- Machines shall be able to operate on battery for a minimum of one hour.
- Machines shall be equipped with a camera to record the operation.
- Machines shall meet all Federal, State and County codes, requirements and regulations.
- Requested maximum size of the Machines: 6' (feet) height (including any advertisement sign), 4' (feet) width and 6' (feet) depth. The Department may at its discretion consider machines that are of a different size.

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- The Department supports the use of recyclable wrapping materials. The wrapping used must be resilient; however, its use cannot impede or interfere with any part of the Airport's in-line checked baggage system or TSA's stand alone checked baggage screening system. Wrapping material and procedures shall ensure that wrapped bags will remain stationary on baggage handling systems operating at speeds of three hundred twenty feet (320') per minute and at slopes of twelve degrees (12°). Luggage must not be compressed in a way to cause the luggage to deform and impede an easy handling of the same by the Airlines. Proposers must provide specifications as part of their proposal, which shall be reviewed by the Evaluation/Selection Committee as part of the Technical Information, on the type of Machines they will use.
 - Information to be submitted shall include reporting functionalities and capabilities (e.g. paper trail, electronic monitoring, certification from Machine manufacturer that revenue calculating devices in the Machines are tamperproof, etc).
 - Successful Proposer may be required, at its own expense, to install protective devices against burglary or vandalism, and machines should be capable of accepting such protective devices.

EQUIPMENT OPERATION

During the term of the Agreement, the Successful Proposer will be required to demonstrate without notice the operational process at any given Location. The purpose is to demonstrate that the wrapping operation does not affect the current or future TSA technology, nor interfere with TSA operations or baggage handling systems.

Luggage Wrapping Machines shall be used to wrap or enclose baggage/luggage in a plastic material for the purpose of protecting/sealing it against damage and vandalism. Use of straps, belts or cords is prohibited.

Machines shall be covered and stored at the Locations at all time whenever not in use, unless otherwise advised by the Department.

Any and all information the Successful Proposer intends to place on Machines or wrapped baggage, shall be submitted to the Department for approval prior to installation. Once the Department approves the information to be displayed on the Machines or wrapped baggage, changes to this information cannot be made without written approval from the Department.

The Successful Proposer must provide on-site staff during the week to inspect clean and maintain machines.

GENERAL MANAGER

The Successful Proposer shall appoint a full time, experienced and properly trained General Manager, to represent and act on behalf of the Successful Proposer in all matters pertaining to the business operation. The General Manager shall be responsible for the proper conduct and

appearance of its officers, agents, employees, suppliers, and representatives. The General Manager shall be responsible for all Locations.

STAFFING AND MAINTENANCE

The Successful Proposer shall employ at all times a sufficient number of personnel necessary to assure prompt, courteous and efficient service. For more information refer to Exhibit L, "Standards of Operations" and Exhibit J "Tenant Handbook". Luggage wrapping staff and employees shall be properly trained and attired, and must wear company issued identification badges and the Airport Identification badge in accordance with MIA requirements. Personnel shall not engage in any "pressure-sales" or soliciting tactics for any services offered at MIA.

The Successful Proposer understands and agrees that its operation under this Agreement is a service to airline passengers and the users of the Airport and that the Successful Proposer shall conduct its operation in a first class, business like, efficient, courteous, and accommodating manner.

The Successful Proposer may be required to present a waiver to TSA and have its employees working in the TSA areas to sign a liability release and/or other documentation required by TSA. The Successful Proposer is only authorized to be present in TSA areas when such areas are staffed by TSA personnel, and under such terms and conditions, as are imposed by TSA, and the Successful Proposer's presence in TSA areas is limited to the handling and re-wrapping of checked baggage that has alarmed during TSA screening.

The Successful Proposer must provide the necessary staffing or reassignment of its staff, as determined by TSA, at such level so as to keep up with the rate of TSA checked baggage flow at each particular TSA location and not to hinder the efficiency of TSA operations at the Airport.

PRICING

A price sheet detailing proposed prices for all services must be submitted annually or whenever the Successful Proposer would like to modify them. All prices and subsequent changes must be approved by the Department prior to implementation. Prices for the first year of operation, the base prices, must be submitted for approval prior to contract execution. After the first year, the Successful Proposer may request adjustments to prices, which adjustments shall not exceed an average annual increase of three percent (3%) over the base prices. For example, if one of the base prices is \$10 and the proposer retains that same base price through the end of the first two years of operation, at the beginning of the third year, the Successful Proposer may increase that base price up to \$10.61 at that point; $\$10.00 * 1.03 = \10.30 for year one, and $\$10.30 * 1.03 =$ up to \$10.61 for year two - even though there was no increase at the end of the first year.

Prices must be visible on the Machines. A sample of the sign and sign holder needs to be submitted to the Department for approval prior to implementation.

UTILITIES

The cost of all utilities used or consumed in the Locations shall be borne by the Successful Proposer. Extension cords are not permitted. The Successful Proposer shall pay for such utilities in the Locations as a monthly charge upon billing by the Department, or utility companies. If billed by the Department, the Department, at its sole discretion, will base this monthly charge on (i) a survey of consumption by the Department and current non-discriminatory rates charged others in the Terminal Building, or (ii) at the option and expense of the Successful Proposer on actual usage measured by temporary meters, arranged and paid for by the Successful Proposer.

Utilities including electric and telecommunications, as necessary, must be pulled by the Successful Proposer prior to starting operations from the nearest junction box in accordance with MDAD requirements.

SIGNAGE

Any and all signage must have prior approval from the Department and is subject to the terms and conditions of the Agreement. Moving or flashing signs are prohibited.

AMERICANS DISABILITY ACT REQUIREMENTS

Successful Proposer shall comply with all ADA requirements in the operation of luggage wrapping.

FEDERAL AVIATION ADMINISTRATION/MIA OPERATIONS REQUIREMENTS

The Successful Proposer shall comply with all Federal Aviation Administration (FAA) Regulations, including all security requirements, and all MIA Regulations.

SUCCESSFUL PROPOSER PERFORMANCE

The Successful Proposers shall comply with the Department's "Tenant Handbook", Exhibit J; the "MIA Terminal Standards" and all revisions to same promulgated from time to time by the Department. (Also, see Sub-article 5.01, "Standards of Operation" of the Lease and Concession Agreement.)

CUSTOMER SERVICES

Staff interacting with customers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding individuals with disabilities.

SECURITY REQUIREMENTS

The Successful Proposer shall take all necessary security measures at the Locations to protect the customer and MDAD.

The Successful Proposer must comply with all Security Directives and all TSA regulations. Failure to carry out all Security Directives and regulations will result in termination of the Agreement.

The Successful Proposer will be required to comply with the TSA Guidelines and shall agree to (i) adhere to the guidelines, (ii) be subject to any direct enforcement action taken by TSA against the Successful Proposer or its employees and (iii) accept and adhere to any amendment that may be subsequently implemented through the Airport's security program or aircraft/air carrier security program. The Successful Proposer will execute any required forms, prior to commencement of operations. Compliance with the TSA Guidelines is not subject to evaluation in this RFP; evaluation of proposals will NOT take into consideration the ability of any proposer to meet or comply with the TSA Guidelines. However, the Successful Proposer is required to comply with these guidelines.

Nothing contained in this Section shall limit the ability of the Department, County, State, or Federal Government to enforce any existing or future directive, policy, rule, regulation, law, or statute related to security against the Successful Proposer. The Successful Proposer agrees that it will comply with same at its sole cost and expense.

INSTALLATION MAINTENANCE

The Successful Proposer shall be responsible for all permitting and installation requirements for any new dedicated electrical outlets; and for all maintenance and repairs associated with the Luggage Wrapping Machines, at the Successful Proposer's sole cost and expense. The Successful Proposer shall perform the installations pursuant to TAC-N procedures, Exhibit F.

If the re wrapping services are performed in the TSA area, it is the Successful Proposer's responsibility to install the electrical outlets and maintain and operate the Machines at all times.

PAYMENTS TO THE COUNTY

- A. Minimum Annual Guarantee (MAG): As consideration for the privilege to engage in business at MIA, the Proposer shall propose to pay a MAG of at least Six Million Dollars (\$6,000,000) inclusive of the Location Annual Rent (but exclusive of rent for support space).
- B. Percentage Fee to the County: The Proposer shall propose to pay at least forty percent (40%) of its Monthly Gross Revenues or the MMG, whichever is greater.
- C. Annual Rental: The Successful Proposer shall pay the prevailing Class VI terminal rates (the "Annual Rent"), for the lease of the Location spaces occupied by the Luggage Wrapping Machines (approximately twenty four (24) square feet per Location), upon Beneficial Occupancy of the location. The terminal Class VI rental rate is currently at a proposed rate of \$73.68 per square foot and is based on rates in effect as of October 1, 2011 and adjusted annually. Support space shall be available for rent at current applicable rates.

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- D. Payments to the County shall be made in accordance with the terms stated in the Agreement. All payments to the County shall be made on a timely basis, or the County shall initiate termination proceedings for payment default as stated in the Agreement.

REPORTING AND CUSTOMER RECEIPTS

The Successful Proposer must produce accurate and accountable transactions to provide customers with a printed receipt, and for the Department's accounting and auditing purposes. Specifically, each transaction must produce an electronic printed customer receipt from a device, which device may be wireless, stored on or about the Machine. The transactions made on said receipt device, must be captured in a secure digital media, for example a network, to be subsequently audited by the Department; a minimum of one year's data must be stored. Additionally, on a monthly basis and upon request by the Department, the Successful Proposer shall provide an electronic record of all transactions by Machine and Location, with each Machine containing a tamperproof electronic counter. The manufacturer of the Machine must provide a certificate verifying that the transaction counter mechanism creating the reports is tamperproof. Should the manufacturer of the Machines also be the user, an independent certification that the Machines are tamperproof will be required. Machines or any part of the Machines cannot be replaced without the written permission of the Department, and any replacement or parts of Machines shall at all times meet the requirement above. The Department reserves the right to inspect the Machines and to audit the Successful Proposer on a random basis without notice to the Successful Proposer and to oversee all collections made by Successful Proposer from Machines. Any evidence of transactions tampering or irregularities, may lead to termination of the Agreement. The Department reserves the right at any time, during the term of the Agreement to enhance or increase tamperproof measures. Only a certified company technician may have access to the Machine and must notify the Department before servicing or repairing any part of the machine that records transactions supporting revenue. A copy of the monthly transaction report or similar information will need to be submitted with the Successful Proposer's monthly payment for verification.

TERM

The term of the Agreement issued as a result of this RFP shall be for eight (8) years with one (1), two (2) year option to extend. The term shall start on the Effective Date of the Agreement.

1.3 MINIMUM QUALIFICATIONS

The Proposer should provide evidence that it meets the following minimum qualifications:

1. The Proposer should have **three (3) or more years of experience within the last five (5) years** in the majority ownership (at least 50%) of an entity that financed, designed, installed, maintained, and operated luggage wrapping services in International Airports.
2. The Proposer should submit documentation to evidence gross revenues totaling at least **\$3,000,000 derived in one of the last three (3) years** from luggage wrapping operations.
3. If the Proposer is a Joint Venture, then at least one (1) of the Joint Venture Partners should satisfy all of the foregoing Minimum Qualifications. A Proposer, whether a joint venture or otherwise, may proffer the experience of its corporate parent, sister, or subsidiary ("an affiliated company") in meeting these requirements. However, given the unique nature of individual corporate relationships. Proposers seeking to rely on the experience of an affiliated company should be advised that the Selection Committee shall have the discretion to determine what weight, if any, it wishes to give such proffered experience on a case-by-case basis, and may base such decision on the relationship between the proposer and the affiliate, as evidenced by whatever documentation is provided in the proposal submission or otherwise presented at the request of the Selection Committee.
4. Must be authorized to do business in the State of Florida.

SECTION 2.0 RFP SUBMITTAL PROCESS

2.1 RFP AVAILABILITY

Copies of this Solicitation package can be obtained through the MDAD, Contracts Administration Division, in person or via courier at 4200 NW 36th Street, Building 5A, 4th Floor, Miami, FL 33122, or through a mail request to P.O. Box 025504, Miami, FL 33102-5504. The cost for each Solicitation package is **\$50.00 (non-refundable) check or money order** payable to: MDAD.

Proposers who obtain copies of this Solicitation from sources other than MDAD's Contracts Administration Division risk the potential of not receiving addenda, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Proposers are solely responsible for those risks and the County bears no liability (**see Section 2.4**).

2.2 PROPOSAL SUBMITTAL

One (1) original and nine (9) copies (a total of 10) of the complete Proposal (Technical Proposal and Price Proposal) must be received by the due date as specified in the advertisement for this RFP ("Proposal Due Date and Time"), as may be amended by Addendum. One (1) PDF version of Part A Technical Proposal, must be submitted in a CD format. The Technical Proposal should preferably be limited to one (1) volume, not thicker than a four (4") inch binder, sections individually tabbed, and clearly identified. **The originals shall be unbound and all copies must be bound, with the Technical Proposal packaged separately from the Price Proposal** and submitted in an envelope or container stating on the outside the Proposer's name, address, telephone number and RFP number, RFP title, and Proposal Due Date to:

Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, FL 33128-1983

Both the Technical (Quality) Proposal and the Price Proposal must be signed by an officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. In the absence of a corporate seal, the documents must be notarized by a Notary Public. The submittal of a proposal by a Proposer will be considered by MDAD as constituting an offer by the Proposer to perform the services outlined in this RFP, at the price submitted and in accordance with the terms and conditions herein, until the Board awards the Agreement, if the Proposer is the Successful Proposer. The Proposer also agrees to honor and comply with the terms of the executed Agreement, if the Proposer is the Successful Proposer.

Hand-carried proposals may be delivered to the above address **ONLY** between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding holidays observed by the County. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

In addition to the above, Proposers who, after execution of all appropriate documentation, have received copies of the TSA guidelines will be required to return all of the sets of the TSA Guidelines issued to them, and the Appendix M, Part B Certification of Compliance with TSA Guidelines, along with their Technical Proposal (Part A), in two (2) separate envelopes, one envelope clearly marked "**TSA Guidelines – Confidential**" and a second envelope clearly marked "**Certification of Compliance with TSA Guidelines**". The failure to return the issued TSA Guidelines does not render a proposal non-responsive, however, failure to submit the "Certification of Compliance with TSA Guidelines" may render a proposal non-responsive.

2.3 PROPOSAL FORMAT

A. INSTRUCTIONS TO THE PROPOSERS

The Proposer should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics) are to be submitted on 8 ½" X 11" pages, neatly typed on one side only, with normal margins and spacing. All documents and information must be fully completed and signed as required. Proposals that do not include the required documents may be deemed non-responsive and may not be considered for contract award.

B. CONTENTS OF PROPOSAL

The Proposal must consist of two (2) separate parts: (A) Technical Proposal, and (B), Price Proposal Form as follows:

1. TECHNICAL PROPOSAL (Part A)

A Technical Proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the submittal. No price information is to be included with the Technical Proposal. A Technical Proposal must include the following information:

a) Table of Contents

The table of contents should outline, in sequential order, the major areas of the Technical Proposal. All pages of the Technical Proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

b) Questionnaire and Minimum Qualifications Form

The "Questionnaire and Minimum Qualifications Form" (see Appendix A) is to be completed and signed by an authorized officer of the Proposer submitting the Proposal.

c) Executive Summary

The executive summary shall briefly and concisely describe the basic services offered by the Proposer; the Proposer's ability to perform the work requested in this RFP; the background, experience and qualifications of the Proposer and the Subcontractors/Subconsultants; the qualifications of the Proposer's personnel to be assigned to this project; and, any other information called for by this RFP, which the Proposer deems relevant. The executive summary should be no longer than four (4) pages.

d) Proof of Minimum Qualifications

The Proposer shall verify its ability to satisfy all of the minimum qualifications (see Appendix A "Questionnaire and Minimum Qualifications Form"). Proposers who are less qualified, than is called for in this solicitation, or who are relying on qualifications of separate corporate entities, may receive less, or no points, from the Selection Committee, if such lack of experience would or could suggest that there is an inability to provide the services required in the manner contemplated by this solicitation.

e) Technical Information

- 1) The Proposer shall describe its specific policies, plans, procedures or techniques to be used in providing services (see Section 1.2, "Scope of Services"). The Proposer shall also describe its approach to project organization and management, and the responsibilities of Proposer's management and personnel that will perform work pursuant to this project.
- 2) The Proposer shall provide an organizational chart including titles for all personnel to be assigned to this project. The chart must clearly identify the Proposer's key personnel. Key personnel include all partners, managers, seniors, and other professional staff that will perform services on this project.
- 3) The Proposer shall describe their key personnel's experience, qualifications, functions to be performed and other vital information including relevant experience on previous similar projects. The Proposer shall also provide their resumes with job descriptions and other detailed qualification information.
- 4) The Proposer shall provide luggage wrapping machines specifications and capability related to the Services described in Section 1.2, Scope of Services. (e.g. operation, software/hardware information, material, etc.).
- 5) The Proposer shall provide a Managing/Operating Plan and Maintenance Plan as outlined in **Appendix J and Appendix O**.

Note: After proposal submission, the Proposer has a continuing obligation to advise the Department of any changes, intended or otherwise, to the key personnel identified in its Proposal.

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- 6) **Security Requirements Provisions** – The Proposer must submit an executed Certification of Compliance with TSA Guidelines as outlined in **Appendix M – Part B**, with its proposal in a separate envelope clearly marked **“Certification of Compliance with TSA Guidelines”**. The “Certification of Compliance with TSA Guidelines” will not be considered in the evaluation process, however, failure to submit may result in the Proposer being found non responsive.
 - 7) **Marketing Plan** – The Proposer shall submit a plan to market its luggage wrapping services in an effort to enhance awareness to grow sales. The plan should include programs to promote the service at MIA as well as plans to advertise off the Airport premises.
- f) **Proposer’s Experience, Past Performance, Litigation, Convictions, Indictments, or Investigations, Affiliations, and References**
- 1) **Experience**: The Proposer shall provide a history of its background and experience in providing similar services and shall state the number of years that it has been in existence, the current number of employees, and the primary markets served.
 - 2) **Specific Project Experience**: The Proposer shall provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three (3) years. For each comparable contract, the Proposer should identify: (i) the client, (ii) a description of the work performed, (iii) the total dollar value of the contract, (iv) the contract duration, (v) the client contact person and telephone number for reference, (vi) a statement or notation of whether Proposer(s) is/was the primary consultant / contractor or subcontractor / subconsultant, and (vii) the results of the project. The Proposer shall also list and describe any projects performed for government clients or similar sized private entities, and any work performed for the County.
 - 3) **Additional Experience**: The Proposer shall describe any other experiences or information related to the Services described in Section 1.2, Scope of Services which substantiates the required experience.
 - 4) **Past Performance**: List all contracts which the Proposer has performed for the County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Code, which requires that “a Bidder’s or Proposer’s past performance on

County contracts be considered in the selection of consultants and contractors for future County contracts." The Proposer must list and describe all work performed or being performed for the County, include the name of the County department which administers or administered the contract(s); the contact person(s) on the contract(s) and their contact telephone number(s); the dates covering the term of the contract(s); the dollar value of the contract(s), whether or not the County contract was audited by the County and the results therefrom, and the name, address, telephone number, responsibilities and employment status of the management team including, but not limited, to: the General Manager assigned to any County contract within the last three (3) years.

- 5) Litigation: The Proposer shall describe any prior or pending litigation, in which (i) the Proposer, (ii) any member of a joint venture, (iii) Subcontractors, (iv) any of those entities' subsidiaries, affiliates or parent companies, or (v) any of those entities' employees is or has been involved within the last ten (10) years which arise out of their employment. If so, give details.
- 6) Convictions, Indictments, or Investigations: Has the organization of the Proposer or any of its directors, officers, partners or supervisory personnel including those of any Joint Venture ever been party to any criminal action relating directly or indirectly to the general conduct of the business of the Proposer herein? Identify any criminal convictions or civil judgments for the last ten (10) years, and pending criminal indictments or governmental/regulatory investigations. Information must include: (i) nature of the offense; (ii) sentence, fines, restitution or probation imposed; (iii) jurisdiction of occurrence; (iv) indicting or investigative authority; and (v) status of indictment or investigation.
- 7) Affiliations: Please state whether the Proposer, any Principal of Proposer, any family, member of any Principal, or any person or entity with which such person has a business relationship, has or had within the last ten (10) years (a) directly or indirectly a business relationship with the County (including Miami-Dade Aviation), (b) directly or indirectly receives or received revenues from the County (including Miami-Dade Aviation) or (c) directly or indirectly receives or received revenue from the result of conducting business on County property or pursuant to any contract with the County. Please describe such relationship.

Please also state whether the Respondent, any Principal of Respondent or any of their family members has or had with the last ten (10) years, a direct or indirect business relationship with any elected or appointed County official or an affiliate or with any County employee or any affiliate, and fully describe such business relationship.

- 8) References: The Proposer shall provide customer references for similar projects, in scope and magnitude in an airport environment, which the Proposer has either ongoing or completed within the last three (3) years.

g) Financial Capacity to Perform:

This section should include the documentation requested below for the proposing company and individual companies comprising a team or joint venture that are signatories to the guaranteed payment of the Minimum Annual Guarantee and the Percentage Fee. It should note financial relationship and responsibilities with regard to parent, subsidiary, or related companies. Given the unique nature of individual corporate relationships, Proposers seeking to rely on the financial support of a corporate relation should be advised that the Selection Committee shall have the discretion to determine what weight, if any, it wishes to give such proffered financial support on a case-by-case basis.

All Proposers must provide information on:

- The percentage of equity of any partnerships formed
- Equity shares should be specified on the form and on additional sheets, if necessary.

1) Capital Investment:

Proposer shall submit a Financial Plan, which should indicate:

- the source of funding to be used for start up costs and capital improvements, and
- the amount of working capital and reserves the Proposer determines will be required to maintain operations.

Additional information should include, but not be limited to,

- estimated costs for improvements and
- projected expenses for leasehold improvements and/or furniture, fixtures and equipment

2) References:

The Proposer must list three (3) business references related to its business operations during the past three (3) years. Proposer shall provide for each reference a contact name, title, phone number, fax number, email address.

3) Financial Background Information:

In order to understand the financial capabilities of your company, the Department requires that the following historical financial information and that of any joint venture or affiliated entities be included:

- i). Audited or reviewed comparative financial statements for the last **three** fiscal years prepared in accordance with generally accepted accounting principles (GAAP), reflecting current financial conditions; if there are no audited or reviewed financial statements available, then provide federal income tax returns filed with the Internal Revenue Service (IRS) for the previous **three (3)** fiscal periods.
- ii). An interim balance sheet and income statement for any period of time in excess of six months of the financial statements submitted as part of (i) above, reflecting any significant financial events occurring subsequent to the closing date; if no significant events occurred, please state that fact.
- iii) A Dun & Bradstreet (D&B) "**Comprehensive Insight Plus Report**", for the proposing entity, JV partners. If the Proposer intends to proffer from the experience of any corporate parent, sister, or subsidiary ("an affiliated company"), the Proposer shall include a report for the respective entity(ies). The report should include a company summary with business, payment, and financial information all in one report. Foreign entities shall submit the international version of this report by selecting the respective country of operation. Information about the report can be obtained by going to the D&B website at:
<http://creditreports.dnb.com/webapp/wcs/stores/servlet/SmbItemDisplay?storeId=11676&catalogId=70010&categoryId=19050&productId=11005>.

4) Requested Information From Subsidiaries:

The Proposer must state whether this company operates as a subsidiary of another company. If so, include the appropriate financial information such as the financial relationship and responsibilities to subsidiary or related companies for both the parent and subsidiary. State whether the parent company guarantees the Minimum Annual Guarantee, the Percentage Fee, and the Agreement for the subsidiary company. If so, provide a letter from the appropriate agent of the parent company verifying the parent company's intent to guarantee the Minimum Annual Guarantee, the Percentage Fee, and the Agreement.

h) Subcontractors/Subconsultants Performing Services

The Proposer shall also include a list of the names and addresses of all major first tier Subcontractors/Subconsultants, and describe the extent of work to be performed by each one. Include resumes for the Subcontractors/Subconsultants' key personnel.

i) **Submission of Required Documentation**

The Proposer must complete, sign as required, and submit the following documents as part of its Proposal, which have been included as attachments to this RFP:

- Appendix A:** Questionnaire and Minimum Qualifications Form
- Appendix B:** Price Proposal Form
- Appendix C:** Acknowledgement of Addenda
- Appendix D:** Lobbyist Registration for Oral Presentation
- Appendix E-1:** Single Form Execution Affidavits
 - Public Entity Crimes Affidavit
 - Criminal Record Affidavit
 - Disclosure of Ownership Affidavit
- Appendix E-2:** Condition of Award Requirements
 - Affirmation of Vendor Affidavits
 - Collusion Affidavit
 - Sudan/Iran Affidavit
 - Subcontracting Policies Statement (No format, insert document)
 - Subcontractor/Supplier Listing
 - Proof of Authorization to do Business (No format, insert document)
- Appendix F:** Local Business Preference
- Appendix G:** Proposal Bond Guaranty
- Appendix I:** Forms required by ACDBE Program
- Appendix M:** Security Requirements Provisions¹

All interested Proposers will be required to return all of the sets of the TSA Guidelines issued to them and the Appendix M, Part B "Certification of Compliance with TSA Guidelines", along with their Technical Proposal (Part A), in a separate envelope clearly marked "TSA Guidelines – Confidential". In the event that an interested Proposer decides not to submit a proposal in response to this solicitation, then all sets of the TSA Guidelines issued to that Proposer must be returned to MDAD no later than ten (10) days after the Proposal Due Date. Any interested Proposer that fails to return the TSA Guidelines within the specified time frame, will be reported to TSA. Failure to return the TSA guidelines will not render the proposal non-responsive.

¹ The Proposers must submit Appendix M, Part B with the Proposal.

C. PRICE PROPOSAL FORM - (Part B)

The Proposer must submit the executed Price Proposal Form (see **Appendix B**) in a separate **sealed** envelope or package (**separate from the Technical Proposal**) clearly marked on the sealed envelope or package "PRICE PROPOSAL FORM", together with the Proposer's name, RFP Number and RFP title. The Proposer may submit the separate sealed Price Proposal Form inside the same container or package together with the separate Technical Proposal. The Proposer's price shall be submitted in the manner required herein. There are no exceptions allowed to this requirement. Proposers who do not submit pricing in accordance with this RFP document shall be deemed non-responsive. The Price Proposal must contain all information required in the Price Proposal Form. Proposers cannot qualify, place conditions or additional terms with the Price Proposal Form. Proposers who place qualifications, conditions or additional terms with the Price Proposal Form may be found non-responsive. The MAG and percentage fee as proposed are not subject to being reduced in negotiations, if negotiations are allowed.

2.4 ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be submitted in writing via facsimile number (305) 876-8068 and/or email to the designated Contracting Officer herein, located at MDAD, Building 5A, 4200 N.W. 36th Street, 4th Floor, Miami, Florida 33122, in accordance with Section 2.7, "Cone of Silence," at least fourteen (14) calendar days prior to the originally established due date for Proposals. The facsimile cover sheet must contain the RFP number and title, the Proposer's name, address, telephone and facsimile numbers, and the Proposer's contact person.

MDAD will issue responses to inquiries, and any other corrections or amendments it deems necessary, in written addenda prior to the deadline for Proposals. The Proposer shall not rely on any representations, statements or explanations, including but not limited to statements made at pre-bid conferences; however, the Proposer may rely on representations, statements, or explanationse made in this RFP or in any written addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is a Proposer's responsibility to ensure receipt of all addenda. The Proposer should verify with the Contracting Officer, prior to submitting a Proposal, that all addenda have been received. The Proposer is required to acknowledge the number of addenda (**see Appendix C, Acknowledgement of Addenda**) received as part of their Proposal.

2.5 OBLIGATION OF PROPOSER

The Proposer is obliged to become thoroughly familiar with the RFP requirements and all terms and conditions of the Agreement affecting the performance of this RFP, including but not limited to the TSA guidelines. 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 Successful Proposer.

The Proposer is obliged to examine the entire RFP document and Agreement, and to become fully informed of the conditions to be encountered from the Agreement to be performed.

2.6 PROJECT BRIEFING

A project briefing has been scheduled for the date, time and place specified in the advertisement for this RFP. The purpose of this project briefing is to review the scope of services and response requirements, and to afford Proposers an opportunity to seek clarifications prior to the due date for Proposals. The Proposer is encouraged to submit any questions they may have, in writing, to the Contracting Officer in advance of the project briefing.

2.7 CONE OF SILENCE/CONTRACTING OFFICER

CONE OF SILENCE: Pursuant to Section 2-11.1(t) of the 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 Mayor issues a written recommendation to the Board. 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 Mayor and the Mayor'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 Mayor and the Mayor'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 therefor.

Section 2.11.1(t) of the 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 Contracting Officer responsible for administering the procurement process for such RFP, RFQ, or bid.

The Cone of Silence Provisions do not apply to communications with the Office of the County Attorney or members of the staff of that office; communications with employees of the Management and Technical Assistance Unit of the Small Business Development division regarding small and/or minority business programs, the Community Business Enterprise and Equitable Distribution Programs; 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 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, respondent or 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 Mayor makes an award recommendation to the Board.

The Contracting Officer for this RFP is:

Name:	Pedro J. Betancourt, PMP, CPPO
Title:	Aviation Sr. Procurement Contract Officer
Name of Agency:	MDAD – Contracts Administration Division
Physical Address:	4200 NW 36th St. Bldg. 5A, 4th Floor, Miami, FL 33122
Mailing Address:	P.O. Box 025504, Miami, FL 33102-5504
Telephone:	(305) 876-7345
Facsimile:	(305) 876-8068
Email:	pjbetancourt@miami-airport.com

2.8 PROPOSAL GUARANTEE DEPOSIT

Each Proposal shall be accompanied by a Proposal Guarantee Deposit of **Ten Thousand Dollars (\$10,000.00)** attached to **Appendix A, "Questionnaire and Minimum Qualifications Form"**, which shall be in the form of a cashier's check, treasurers check, irrevocable letter of credit, or bank draft drawn on any state or national bank **ONLY**, payable to Miami-Dade County, Florida, or a Proposal Bond Guaranty prepared on the form attached hereto, **Appendix G**, duly executed by the Proposer as Principal and having a Surety thereon meeting the requirements set forth in **Sub-article 3.09** of the Agreement. No other form of deposit will be accepted.

Proceeds of checks, if submitted as the Proposal Guarantee Deposit, will be held by the County without interest to the Proposer, and such proceeds will be returned to the unsuccessful Proposers after the County and the Successful Proposer have executed the Agreement for the work. Proposal Bond Guaranty will not be returned to any Proposer.

After award of an Agreement to the Successful Proposer, the Proposal Guarantee Deposit of such Proposer will be held pending receipt of the executed Agreement and evidence of insurance as required by the Agreement. If a Successful Proposer fails to (a) execute the Agreement within seven (7) calendar days after such documents are presented to the Successful Proposer, or (b) provide evidence of insurance within twenty (20) calendar days after notice of the award by the Board, or (c) provide a Performance Bond as required by **Sub-article 3.09** of the Agreement, or (d) begin operations as required by the Agreement, the Proposal Guarantee Deposit will be forfeited to the County as liquidated damages to compensate the County for the delay and administrative services resulting from such failures. The County shall also be entitled, but not obligated, to award an Agreement to any other Proposer as determined to be in the best interest of the County.

Any Proposal that is not accompanied by the required Proposal Guarantee Deposit, as of the Proposal Due Date, shall be considered non-responsive and ineligible for award.

2.9 MODIFIED PROPOSALS

Any modification to the Proposal by the Proposer shall be submitted to the Clerk of the Board prior to the Proposal Due Date and Time. The Proposer shall submit, in a sealed envelope, the modified Proposal forms and a letter, on company letterhead and signed by a representative of the Proposer, stating that the modified Proposal supersedes the previously submitted Proposal. No modifications of a Proposal shall be accepted after the Proposal Due Date. The Evaluation/Selection Committee will only consider the latest version of the Proposal.

2.10 WITHDRAWAL OF PROPOSAL

A Proposal shall be irrevocable until contract award, unless the Proposal is withdrawn. A Proposal may only be withdrawn in writing and must be addressed to the Clerk of the Board prior to the Proposal Due Date.

2.11 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Proposals received after the Proposal Due Date are late and will not be opened or considered. Modifications received after the Proposal Due Date are also late and will not be considered. Proposals will be opened promptly on the Proposal Due Date. The responsibility for submitting a Proposal to the Clerk of the Board on or before the Proposal Due Date is solely and strictly the responsibility of the Proposer. Withdrawal of proposals after the Proposal Due Date and before award shall entitle to the County to invoke the Proposal Guaranty. The County is not responsible for delays caused by any form of delivery utilized by the Proposer, including U.S. mail, package, courier service, or by any other occurrence.

2.12 RFP POSTPONEMENT/REJECTION/CANCELLATION

MDAD 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.

2.13 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 responses received or for any other effort required of or made by the Proposer prior to the date set for commencement of work as defined by the Agreement approved by the Board.

2.14 VENDOR REGISTRATION

To be recommended for award the County requires that Proposers complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by Proposers and returned to the Vendor Assistance Unit, within seven (7) calendar days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next ranked Proposer. The Proposer is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, (305) 375-5773.

SECTION 3.0
PROVISIONS OF LAW AFFECTING SOLICITATION

3.1 PROVISIONS OF LAW REGARDING AFFIDAVITS TO BE SUBMITTED WITH PROPOSAL AND CONDITION OF AWARD REQUIREMENTS:

A. AFFIDAVITS TO BE SUBMITTED WITH PROPOSAL:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract 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. 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.

B. CONDITION OF AWARD REQUIREMENTS

1. The following documents are condition of award requirements and may be submitted with the Proposal. If a Proposer does not submit said condition of award documents with its Proposal, the Proposer should state in its Proposal when such documents will be provided, which shall be no later than within seven (7) calendar days of notification of the intent to recommend for award, unless otherwise specified.

a) Affirmation of Vendor Affidavits

Pursuant to Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors (Proposers) are required to complete a *new* Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The Successful Proposer affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed therein.

b) 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:

- 1) notifies the broadest number of local subcontractors/subconsultants of the opportunity to be awarded a subcontract;
- 2) invites local subcontractors/subconsultants to submit bids in a practical, expedient way;
- 3) provides local subcontractors/subconsultants access to information necessary to prepare and formulate a subcontracting bid;
- 4) allows local subcontractors/subconsultants to meet with appropriate personnel of the Proposer to discuss the Proposer's requirements; and
- 5) 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.

c) 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 E-2, 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 E-2, IN THOSE INSTANCES WHERE NO SUBCONSULTANTS AND/OR SUPPLIERS WILL BE USED ON THIS PROPOSAL.

2. 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).

3. Scrutinized Companies for Activities in Sudan List or Iran Petroleum Energy Sector List Affidavit

The Successful Proposer shall submit, as a condition of award, an executed Scrutinized Companies for Activities in Sudan List or Iran Petroleum Energy Sector List Affidavit. By executing this affidavit through a duly authorized representative, the Proposer certifies that the Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes.

3.2 LOBBYIST REGISTRATION FOR ORAL PRESENTATION

In accordance with Section 2-11.1(s) of the Code, the attached Lobbyist Registration for Oral Presentation Affidavit (see Appendix D) 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 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 this 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 H**). The Proposer shall comply with these requirements.

Pursuant to Resolution No. R-1462-95, any representation made to the Board of County Commissioners on a Proposer's behalf at the time the Board considers award of the contract, the award of the contract to such Proposer shall be deemed inclusive of all such representations.

In accordance with Section 2-11.1(s) of the Code, the attached Lobbyist Registration for Oral Presentation Affidavit (see **Appendix D**) 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.

3.3 INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL (IPSIG) REVIEW

Pursuant to County Administrative Order No. 3-20 and in connection with any award issued as a result of this RFP, the County has the right to retain the services of an IPSIG, whenever the County deems it appropriate. Upon written notice from the County, the Successful Proposer shall make available to the IPSIG retained by the County all requested records and documentation pertaining to this Proposal or any subsequent award for inspection and copying. The County will be responsible for the payment of these IPSIG services and under no circumstance shall the Proposer's cost/price for this Proposal be inclusive of any charges relating to these IPSIG services. The terms of this provision herein apply to the Proposer, its officers, agents, employees and Subcontractors/Subconsultants. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the Proposer in connection with this RFP or any Contract issued as a result of this RFP. The terms of this provision are neither intended nor shall the Proposer or any third party construe them to impose any liability on the County.

3.4 MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW

According to Section 2-1076 of the Code, as amended by Ordinance No. 99-63, the 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 RFP shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount [See below "Exception" for (f) concessions and (h) revenue-generating contracts.]

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

3.5 CONFLICT OF INTEREST AND CODE OF ETHICS

Pursuant to Section 2-11.1 of the Code, no County employee or his or her immediate family shall be prevented from entering into any contract, individually or through a firm, corporation, partnership or business entity, in which the employee or any member of his or her immediate family has a controlling financial interest with the County, or any person or agency acting for the County, as long as (1) entering into the contract would not interfere with the full and faithful discharge by the employee of his or her duties to the County, (2) the employee has not participated in determining the subject contract requirements or awarding the contract, and (3) the employee's job responsibilities and job description will not require him or her to be involved with the contract in any way, including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination or forbearance. However, this limited exclusion shall not be construed to authorize an employee or his or her immediate family member to enter into a contract with the County or any person or agency acting for the County, if the employee works in the County department that will enforce, oversee or administer the subject contract.

Any affected County employee shall seek a conflict of interest opinion from the County Commission on Ethics and Public Trust ("the Ethics Commission") prior to submittal of a bid, response, or application, of any type, to contract with the County by the employee or his or her immediate family. A request for a conflict of interest opinion shall be made in writing and shall set forth and include all pertinent facts and relevant documents. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

If the affected employee or his or her immediate family member chooses to respond to a solicitation to contract with the County, such employee shall file with the Clerk of the Board a statement, in a form satisfactory to the Clerk of the Board, disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a bid, response, or application of any type to contract with the County. Along with the disclosure form, the affected employee shall file with the Clerk of the Board a copy of his or her request for an Ethics Commission opinion and an opinion or waiver from the Board. Also, a copy of the request for a conflict of interest opinion from the Ethics Commission and any opinion or waiver must be submitted with the response to the solicitation to contract with the County.

3.6 TELEPHONE LOGS

Pursuant to Section 11A-43(4) of the Code, each Proposer must maintain telephone logs of all telephone calls to and from subcontractors/subconsultants and suppliers. These logs shall contain the name of the subcontractor/subconsultant or supplier, the time and date of the call, the names of the persons contacted, a description of the work to be subcontracted or of the material to be furnished, and the dollar amount of the quotation. Telephone logs shall be made available to County personnel.

3.7 PROPRIETARY/ CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of their Proposal will be available for public inspection after opening of Proposals, in compliance with Chapter 119 of the Florida Statutes. The Proposer shall not submit any information in response to this Solicitation, which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed 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 or return that information to the Proposer as practicable, 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.

3.8 ORDINANCES, RESOLUTIONS AND/OR ADMINISTRATIVE ORDERS

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

3.9 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflicts of interest and collusion. The Proposer is presumed to be familiar with all federal, state and local laws, ordinances, codes, rules, regulations, operational directives and other Department procedures that may in any way affect the goods or services offered. The Proposer shall also comply with 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, as amended, 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.

3.10 NONEXCLUSIVITY

This RFP is nonexclusive in character and in no way prevents the County from entering into an Agreement with any other parties for the sale or offering of competitive services, products or items by others in other Locations at the Airport during the term of the Agreement.

3.11 COLLUSION AFFIDAVIT

A firm recommended for award as a result of a competitive solicitation for any County purchase of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.) purchase, lease, permit, concession or management agreement shall, in accordance with the Code of Miami-Dade County Sections 2-8.1.1 and 10-33.1 shall submit an affidavit under the penalty of perjury, on a form provided by the County: stating either that the firm is not related to any of the other parties proposing in the competitive solicitation or identifying all related parties, as defined in this Section, which proposed in the solicitation; and attesting that the firm's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the firm has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended firm identifies related

parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended firm shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

SECTION 4.0 AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES

4.1. 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 this Solicitation, 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 thirty percent (30%) percent of gross revenues for this Solicitation.** 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 I, 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.

4.2 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 I**.

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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.

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

4.3 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:

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- (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 MDAD'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 and a notarized Monthly Report of ACDBE Joint Venture Activity, providing details of how the performance objectives were achieved and providing documentation of that achievement on the 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 (ACDBE) Participation Plan.

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.

4.4 CERTIFICATION-AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)

In order to participate as an Airport Concession Disadvantaged Business Enterprise (ACDBE) on this contract, firms must be certified by the Unified Certification Program (UCP) for the State of Florida as an ACDBE. Only those firms certified as ACDBEs at the time of bid submittal will be counted towards an ACDBE goal. It is the Prime Bidder's obligation to verify ACDBE status prior to bid submission. Certification as a SBE/MWBE or by any other program SHALL NOT count toward achievement of the ACDBE goal.

Application for certification as an ACDBE may be obtained by contacting the Florida DOT Equal Opportunity Office located at:

**Florida Department of Transportation,
Equal Opportunity Office
605 Suwannee Street, MS 65
Tallahassee, Florida 32399-0450
Tel: (850) 414-4747 Fax: (850) 414-4879
<http://www.bipincwebapps.com/biznetflorida/>**

The Miami-Dade County Department of Sustainability, Planning & Economic Development Department's Small Business Development division (SBD) is a certifying member of Florida UCP and can also be contacted for ACDBE certification. SBD is 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 <http://new.miamidade.gov/business/business-certification-programs-DBE.asp>.

The Florida UCP updates the certification data every 24 hours and revises the database regularly. The database lists the firm's name, address, phone number, date of the most recent certification, certifying agency and type of work the firm has been certified to perform.

4.5 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 goods and services contracts to 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."

4.6 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 4 "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. Shop Store Operations
 - (1) Passenger profile analysis
 - (2) Cash handling/sales audit
 - (3) Enhancing sales
 - (4) Selling to the customer

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- (5) Staffing to meet customer levels
 - (6) Opening and closing procedures
- 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) Management and staff training to enhance product knowledge and customer service
 - (6) Warehousing packaging and sales reporting of merchandise
- C. Shop Design and Display
- (1) Retail layout
 - (2) Merchandising techniques
 - (3) Visual display techniques
- D. Loss Prevention
- (1) External and internal theft
 - (2) Shop security
- 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, total number of hours of training, training material covered, etc.).

4.7 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 ACDBELO and/or Director.

SECTION 5.0 EVALUATION PROCESS

5.1 PROCESS OVERVIEW

Each Proposal will be evaluated by an Evaluation/ Selection Committee ("Committee") appointed by the Mayor (or designee).

5.2 REVIEW OF PROPOSALS FOR RESPONSIVENESS AND RESPONSIBLNESS

Each Proposal will be preliminarily reviewed by County staff for a determination as to whether the Proposal is potentially not responsive. All decisions regarding whether a Proposal shall be deemed not responsive shall be made by the Office of the County Attorney. A responsiveness analysis includes whether a proposal is of timely submission, has the appropriate signatures as required on each document, does not materially alter the terms and conditions of the RFP, includes a completed price

form, includes a proposal guarantee, clearly indicates an intent to be bound by the Proposer on the terms and conditions of the RFP, and can otherwise form the basis of a binding agreement. Except as noted previously in this Section, where this RFP states that documents "must" or "shall" be provided, or "must" or "shall" be provided in a specific form, the failure to supply such documentation shall not render a proposal not responsive, unless the absence of those documents is such that the proposal is no longer a clear assent to be bound by the terms of the RFP. Where a proposal deviates from the provisions of the RFP, the County reserves for itself the discretion to accept such non conforming proposal, if the deviation is not material.

Each Proposer's Proposal shall also be evaluated to determine if it is responsible. A responsible proposer is one who is capable of carrying out the work of the RFP in a competent and effective manner; all questions regarding capacity or ability to perform the work of the RFP, including questions regarding financial capacity shall be deemed to be questions of Proposer responsibility. In making this determination, the Committee shall have the right to investigate the management, operational experience, financial capability, reputation and business judgment, and any other issue regarding the qualifications of any Proposer, their affiliates and/or parent company(s), including the conducting of investigations of the officers, directors, principals and stockholders, and to review and investigate all contracts the Proposer has performed for the County or others. The Committee may make this determination either on the basis of the information provided in the Proposal or on the basis of the Proposal plus oral presentations by the Proposer. The failure of the Proposer to submit information required by the RFP related to its responsibility shall not be deemed to require the County or the Committee to find such Proposer non-responsible, and proposers who failed to submit such information may be found responsible by either the Committee or the County, as may be warranted by the specifics of any individual situation and Proposal. The Proposer agrees to provide, upon request, any additional information that may be required by the Committee or the County as it relates to a Proposer's responsibility. In addition, the Committee reserves the right to inspect the facilities at which the Proposer conducts its business and provides services. In the event that the Committee finds a firm non-responsible, the Committee shall still rank and evaluate the firm. All final determinations as to responsibility shall be within the discretion of the Board of County Commissioners.

5.3 EVALUATION PROCESS

Criteria, has been established based upon the goals and objectives as provided in this RFP. Based on the Committee's evaluation of the written Technical Proposal and oral presentations, if required, the Committee shall rate and rank the responsive firms on their Proposal based on the Technical Criteria listed below. The Technical Criteria listed below are not of equal value or decision weight nor are they necessarily ranked in order

of importance. The Technical Criteria are itemized with their respective weights for a maximum total of five hundred (500) points per each voting Committee member, for all Technical Criteria. A Proposer may receive the maximum points or a portion of this score depending on the merit of its Proposal, as determined by the Committee member in accordance with the criteria listed below. Different members of the Committee may weight the various Criteria differently.

If there is only one (1) responsive, responsible Proposer, the Committee may, following evaluation of the Price Proposal, recommend to award or negotiate an Agreement or to reject the sole responsive responsible Proposal.

TECHNICAL PROPOSAL EVALUATION

<u>Criteria</u>	<u>Maximum Points</u>
1) Financial Capacity to Perform/Financing (Pass/Fail)	100
2) Experience, qualifications, capabilities, and past performance in providing the type of services described in this RFP	100
3) Managing/Operating Plan	50
4) Maintenance Plan	50
5) Equipment Design and Function	100
6) Marketing Plan	50
7) ACBDE Plan and Participation (Pass/Fail)	50
Technical Proposal Maximum Points	500

PRICE PROPOSAL EVALUATION

<u>Criteria</u>	<u>Maximum Points</u>
1) MAG proposed	300
2) Percentage Fee Proposed	200
Financial Proposal Maximum Points	500

TOTAL MAXIMUM EVALUATION POINTS **1000**

5.4 PRICE PROPOSAL EVALUATION

After the Evaluation/Selection Committee evaluates the Technical Proposals, in light of the oral presentation (if necessary) it will then evaluate the Price Proposals.

The sealed Price envelopes of the responsive Proposers will then be opened. The Price Proposals will be considered separately and only after the evaluation of the Technical (Quality) Proposals has been completed by the Evaluation/Selection Committee.

The Price Proposal will be assigned a maximum of 500 points per each voting Evaluation/Selection Committee member, which will be comprised of a maximum of 300 points for the Minimum Annual Guarantee ("MAG") proposed and a maximum of 200 points for the Percentage Fee proposed. The Price Proposals will be evaluated in the following manner:

MAG Criteria:

1. The responsive proposal with the highest proposed MAG will be given the full weight of 300 points assigned to the MAG criterion.
2. Every other responsive proposal will be given points proportionately in relation to the highest proposed MAG. This point total will be calculated by dividing the MAG of the proposal being evaluated by the highest proposed MAG with the result being multiplied by the maximum weight for the MAG of 300 points to arrive at a Price score of less than the full score for the MAG criterion.

$$\text{Example: } \frac{\text{Proposer's Proposed MAG}}{\text{Highest Proposed MAG}} \times \text{Total Points for MAG} \times \frac{\text{\# of Voting Committee Members}}{\text{Committee}} = \text{MAG Score}$$

Percentage Fee Criteria:

1. The responsive proposal with the highest proposed Percentage Fee will be given the full weight of 200 points assigned to the Percentage Fee criterion.
2. Every other responsive proposal will be given points proportionately in relation to the highest proposed Percentage Fee. This point total will be calculated by dividing the Percentage Fee of the proposal being evaluated by the highest proposed Percentage Fee with the result being multiplied by the maximum weight for the Percentage Fee of 200 points to arrive at a Price score of less than the full score for the Percentage Fee criterion.

$$\text{Example: } \frac{\text{Proposer's Proposed Percentage Fee}}{\text{Highest Proposed Percentage Fee}} \times \text{Total Points for \% Fee} \times \frac{\text{\# of Voting Committee Members}}{\text{Committee}} = \text{Score}$$

The MAG score and the Percentage Fee Score will then be added for each Proposer to come up with a total Price Proposal score.

The application of the above formula will result in a uniform assignment of points relative to the Price criterion.

5.5 OVERALL RANKING

The Evaluation/Selection Committee will then determine the overall ranking by adding the Price Proposal score with the Technical (Quality) Proposal evaluation score to determine the overall ranking.

Following the evaluation and overall ranking of the proposals, the Evaluation/Selection Committee will determine whether any firms are non-responsible. After discarding the scores of any non-responsible firms, the Committee will recommend to the Mayor (or designee) that a contract be awarded to the highest ranked responsive and responsible Proposer or that a contract be negotiated with the highest ranked responsive and responsible Proposer (see also Section 5.7).

5.6 LOCAL PREFERENCE

Pursuant to Section 2-8.5 of the Code, a local preference is provided as follows:

1. Local business means the vendor has a valid occupational license issued by Miami-Dade County at least one (1) 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 (1) year. The Mayor (or designee), in his discretion, may also recommend that the firm be referred for debarment in accordance with Section 2-8.4.1 of the Code. Where the proposing entity is a joint venture, that joint venture must demonstrate that it meets the above requirements, irrespective of whether some or all of the constituent parts of such entity would otherwise qualify for local preference.

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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 the Code.
 3. 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.
 4. The application of local preference to a particular purchase or contract for which the Board is the awarding authority may be waived upon approval of the Board. The application of local preference to a particular purchase or contract for which the Mayor (or designee) is the awarding authority may be waived upon written recommendation of the Director of Procurement Management or successor and approval of the Mayor (or designee).
 5. The preferences established herein in no way prohibit the right of the Board 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.
 6. In the event Broward County, Palm Beach County 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 County, Palm Beach County 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 County, Palm Beach County 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 County, Palm Beach County 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.**

7. The Proposer should complete, sign and submit the attached form, **Appendix F**, "Local Business Preference" with the Proposal, in order to be considered for local preference.
8. A joint venture is not entitled to Local Preference unless the Joint Venture entity itself qualifies for local Preference, irrespective of whether one or more of the entities constituting the Joint Venture qualifies for Local Preference.

5.7 NEGOTIATIONS

If negotiations are recommended by the Evaluation/Selection Committee, or are required as a result of the application of local preference (see RFP Section 5.6), upon appointment and authorization by the Mayor (or designee), the Negotiation Committee will proceed to negotiate with the recommended Proposer(s). The County may award the attached Agreement on the basis of initial offers received, without discussion or negotiation. While each initial offer should contain the Proposer's best terms from a monetary and technical standpoint, the Negotiation Committee reserves the right to negotiate to better the terms than those provided by the Proposer.

If the County and the selected Proposer(s) cannot negotiate a successful agreement, the County may terminate said negotiations and begin negotiations with the next ranked responsive/responsible Proposer. This process may continue until an Agreement is executed, or the County may reject all Proposals and re-advertise. Alternately, in the event that the County was unable to negotiate an agreement with any of the Proposers, and where it is in the best interests of the County, the County may engage in additional rounds of negotiations with the Proposers; in this event, the County will negotiate with the Proposers in the order previously evaluated and in a manner otherwise consistent with this Section. The Proposer shall not have any legal rights or otherwise against the County arising from such negotiations or termination thereof.

Be advised that the County cannot waive any material term of this RFP in any negotiation.

5.8 CONTRACT AWARD

The Contract Award, if any, shall be made to the Successful Proposer(s) 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.

Prior to the filing of the Mayor (or designee) award recommendation with the Clerk of the Board, the Proposer must execute the Agreement within seven (7) calendar days after such Agreement is presented to the Proposer. Upon notification of award recommendation, the Proposer must provide the required insurance within the time specified in the Agreement.

In the event during the Term of the Agreement or any extension thereof, the Successful Proposer were to request a reduction in the Minimum Annual Guarantee or the percentage fee, the County has the right to negotiate with the second ranked company in this RFP process.

5.9 FAILURE TO COMPLETE CONTRACT AWARD REQUIREMENTS

Failure to furnish the required evidence of insurance or to execute the required documents, as referenced in Section 5.8 "Contract Award", may constitute a repudiation of the Proposer's submittal, and may result in the annulment of the award and result in forfeiture of any deposits and bonds provided pursuant to this RFP. The award may then be made to the next ranked responsive/responsible Proposer, or all remaining Proposers may be rejected and the RFP re-advertised.

5.10 RIGHTS OF PROTEST

A recommendation for contract award or rejection of award may be protested by a bidder or proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the Code, and as established in Miami-Dade County Implementing Order No. 3-21. As a condition of initiating any protest, the protester shall present to the Clerk of the Board 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 - \$250,000	\$ 500
\$250,001- \$500,000	\$1,000
\$500,001- \$5 million	\$3,000
over \$5 million	\$5,000

Any question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained or described in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for protest unless it was brought by that bidder or proposer to the attention, in writing, of the procurement agent, buyer, contracting officer or other contact person in the County department that issued the solicitation document, at least two (2) working days (not less than forty-eight (48) hours) prior to the hour of bid opening or proposals submission.

A protest hereunder may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in bid, request for proposals or request for qualifications specifications which have been approved by the Commission.

Award Recommendations Over \$250,000

Notice of award recommendations for contracts and purchases involving the expenditure of over \$250,000 will be in writing, signed by the issuing department to each competing bidder or proposer announcing the proposed award, and a copy shall be deposited with the Clerk of the Board on the same day it is mailed. The bidder or proposer must file a written intent to protest with the Clerk of the Board and shall mail it to all participants in the competitive process and to the County Attorney's Office within three (3) working days of the filing of the Manager's recommendation with the Clerk. Within three (3) working days after the filing of a written intent to protest, the protester shall then file with the Clerk of the Board all pertinent documents, stating with particularity the specific facts and grounds on which the protest is based and shall include supporting evidence, as well as the corresponding filing fee, and shall mail copies to all participants in the competitive process and to the Office of the County Attorney. Other facts, grounds, documentation or evidence not contained in the protester's submission to the Clerk of the Board at the time of filing the protest shall not be permitted in the consideration of the protest, except for such additional evidence as is allowed during the course of the protest proceedings. A hearing examiner shall be appointed to hear the protest and submit a written report and recommendation to the Mayor (or designee) within twenty (20) working days of the filing of the protest (maximum 25 working days if hearing examiner consents to an extension request). Failure to timely file the written protest shall constitute a waiver of the right to protest the award recommendation.

5.11 LOCAL CERTIFIED SERVICE-DISABLED VETERAN'S BUSINESS ENTERPRISE PREFERENCE

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises ("VBE") in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is a firm that is a) a local business pursuant to Section 2.8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. At the time of proposal submission, the proposer must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the proposal submission (refer to Appendix A). If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a

VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

6.0 FORM OF LEASE AND CONCESSION AGREEMENT