

DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. N/A

Contract
 Re-Bid Other
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RQMT1600031
 TERM OF CONTRACT: 5 YEAR(S) WITH 10 YEAR(S) OTR

Requisition /Project Title: A Concession (Customer Amenity) Program

Description: Seeking proposals from firms for the purpose of planning, financing, constructing, implementing, managing and operating a high-quality, innovative customer amenity program on Metrorail and mover properties. Complete Scope of Work is attached.

Issuing Department: DPTW
 Contact Person: Froilan Baez
 Phone: 786-469-5244

Estimate Cost: revenue generating

Funding Source:
GENERAL
FEDERAL
OTHER

ANALYSIS

Commodity Codes: 96115

Contract/Project History of previous purchases three (3) years
 Check here if this is a new contract/purchase with no previous history.

	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:			
Small Business Enterprise:			
Contract Value:	\$ 	\$ 	\$

Comments:

Continued on another page (s): YES NO

RECOMMENDATION

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				

Basis of recommendation:

Signed: P. Ford	Date sent to SBD: 7/14/2016
Also send to: oca@miamidade.gov	Date returned to DPM:

2.1 Introduction

Miami-Dade County is seeking proposals from qualified firms for the purpose of planning, financing, constructing, implementing, managing and operating a high-quality, innovative, phased customer amenity program on Miami-Dade Department of Transportation and Public Works (DTPW) properties. Proposers must have a proven track record of implementing, managing and operating successful, high-quality concession programs. Proposals shall offer to plan, finance, construct, implement, manage and operate a concession program to the greatest extent permitted by existing market conditions and that allows for expansion of the program as warranted by ridership, patronage and market conditions. Concessions may include, but are not limited, to the following:

- Specialty retail
- Food and beverage sales (Food and beverages must be provided in containers which are designed to prevent accidental spillage.)
- Newsstands
- Automated convenience stores
- Personal services
- Automatic teller machines (ATMs)
- Dry cleaning and laundry drop-off and pick-up

Previous experience in successfully implementing and operating similar, phased concession programs will be a factor in the evaluation of the proposals. The proposer must have the authority to submit the proposal and negotiate and execute the resulting agreement. The County will only negotiate and subsequently award an agreement under this RFP to the legal entity that submits the proposal.

2.2 Project Objectives

The objectives of the County in offering the opportunity to implement a customer amenity program are the following:

- A. To award a lease to a qualified provider which will, plan, finance, construct, implement, manage and operate a comprehensive, well-planned and well-designed, financially viable, phased concession program that offers appropriate, high-quality and competitively priced products and services and provides excellent customer service to transit patrons and area residents and visitors.
- B. To enhance the image of the Miami-Dade County transit system through the provision of concession facilities that are well-designed, attractive, well-constructed, well-maintained and which offer competitively priced products and services that are appropriate to each location.
- C. To provide a long-term source of revenue to the County.
- D. To upgrade and/or update transit facilities.

2.3 Concession Sites

The County is offering the following locations for the potential location of concessions:

- A. Areas of Metrorail Stations, station areas and Metrorail right-of-way as depicted in Exhibit A.
- B. Metromover Stations, station areas and Metromover right-of-way as depicted in Exhibit B.

Currently, the joint development lease at the Dadeland South Metrorail Station prohibits any type commercial activity at that station and the lease at the Dadeland North Station severely limits such activity. DTPW is currently working to

amend those leases to permit concessions in those stations and it is anticipated that space in those stations and other areas may be available for concessions in the future. Consequently, the County intends to include provisions in the Lease which will allow additional locations to be added after Lease award.

There is currently a newsstand operating on the mezzanine level at the Government Center Metrorail Station under a contract that will expire in July 2017. Upon expiration of that contract the space currently occupied by the newsstand, but not the kiosk itself, which is not owned by the County, will be available under the Lease.

2.4 Development Within the Rapid Transit Zone

All construction within the Rapid Transit Zone must comply with Chapter 33C of the Miami-Dade County Code (See Exhibit D).

It should be noted that the County retains jurisdiction for building and zoning approvals, including issuance of building permits, building inspections and issuance of certificates of occupancy within the Rapid Transit Zone in accordance with Florida State Statutes 125.011 and 125.015 and Miami-Dade County Code, Chapter 33C-2.

The following conditions apply to construction of concession facilities and related activities:

- A. All construction within the Metrorail and Metromover right-of-way is subject to review and approval by the Miami-Dade Transit Rail Change Review Board and must be in compliance with the Miami-Dade Transit Construction Safety Manual, May 2012 (Exhibit E) and the Miami-Dade Rail Fixed Guideway System Safety Program Plan, June 2016 (Exhibit F) or their replacements.
- B. All construction and related activities must comply with National Fire Protection Association (NFPA) codes and standards (Information can be found on the NFPA website at <http://www.nfpa.org/>.) and will be subject to the review and approval by the Miami-Dade Department of Transportation and Public Works Fire/Life Safety Technical Committee.
- C. Construction, development and operations may not interfere with DTPW operations or communication systems.
- D. All structures must be self-supporting. Structures may not require the support of any DTPW facilities.

2.5 Customer Amenity Agreement

The County intends to award a Lease to the Selected Proposer with an initial term of five years with two optional five-year renewal terms. The renewal terms will be automatic if the Selected Proposer has performed satisfactorily, has developed the Customer Amenity Program as proposed and has remained in compliance with the Lease resulting from this Solicitation. The Selected Proposer will have the right to develop and operate concessions at the sites contained in Exhibits A and B of this Solicitation. If the Selected Proposer does not propose to develop concessions at all sites offered in this Solicitation or does not implement the program as proposed and within the schedule proposed, subject to any time extension agreed to by the County, the County reserves the right to offer those sites to entities other than the Selected Proposer. The Selected Proposer will also have the right of first refusal for additional concession opportunities offered at existing or new DTPW facilities during the initial five-year term of the Lease.

The County reserves the right to determine the form of the Lease and to include standard County clauses and requirements including, but not limited to, indemnification, insurance, bonding requirements and compliance with state, local and federal regulations. The Sample Lease provided in Attachment 1 contains standard County requirements, the requirement to comply with applicable federal, state and local laws and regulations and the material requirements of this RFP and such required provisions are not subject to negotiation. However, certain terms and conditions of the

Sample Lease which do not conflict with those required provisions may be subject to modification during the negotiation process.

The sites being offered for the development and operation of concessions are on an "as is" basis. The Proposer is solely responsible for completing a comprehensive due diligence process regarding sites being offered.

All construction and installation activities shall be completed in accordance with the applicable rules, regulations, ordinances and standards required by Miami-Dade County, the City of Miami or any other applicable regulatory agency. As applicable, the Selected Proposer shall obtain certified, experienced and reputable design, architectural, engineering and construction services including a general contractor, project manager, Subcontractors and Sublessees. Applicable governmental regulations may include, but are not limited to:

- A. All applicable Occupational, Safety and Health Administration (OSHA) regulations.
- B. All applicable County construction regulations.
- C. Florida Statutes Section 255.05 (Bond of contractor constructing public buildings).
- D. Florida Statutes Section 255.20 (Local bids and contracts for public construction works).
- E. Florida Statutes Section 287.055 (Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services).
- F. Chapter 33C of the Miami-Dade County Code (Exhibit D) which includes requirements for development within the Rapid Transit Zone and contains the development standards specific to developments in the Rapid Transit Zone located within the City of Miami.
- G. All applicable federal, state and local regulations, rules and guidelines.

No construction, installations, modifications or connection to utilities will commence on County property until the Selected Proposer has obtained all appropriate approval and permits from all appropriate jurisdictions. Building permits within the Rapid Transit Zone are issued by Miami-Dade County.

The Selected Proposer shall mitigate any negative impact to transit operations and/or facilities prior to commencing any work that may have such impact and shall remediate any damages caused by such activities. A mitigation and/or remediation plan may be required by DTPW and DTPW may require amendments to the plan as the project progresses. The plan and any amendments or changes to the plan must be approved by DTPW, in writing, prior to commencing any work that may impact transit operations, property and/or facilities.

2.6 Excluded Products, Services and Activities

No signs or advertising may be displayed anywhere other than on the concession facility. Such displays are limited to the Concessionaire's, Sublessee's or Subcontractor's trade name and logo and displays advertising or promoting items that are actually being offered for sale through that facility at that location and no displays which project beyond the envelope of the facility will be permitted.

Food preparation requiring a source of heat (except that microwave ovens may be used in some locations), open flames, combustible or explosive liquids or materials, hazardous materials and generators are prohibited within fifty feet of Metrorail or Metromover stations or Metrorail or Metromover right-of-ways.

The following products may not be offered for sale at any location:

- Any product or service that cannot be legally sold or offered to minors.
- Chewing gum
- Pornography
- Peanuts or nuts in the shell

- Beverages or food in containers which are not designed to prevent accidental spillage
- Weapons of any kind including knives and firearms or items which have the appearance of weapons
- Alcoholic beverages
- Bicycle rentals*

The County reserves the right to require the immediate removal of any display, product, service or equipment which it considers to be objectionable.

***Note:** The County is currently in the process of issuing a solicitation for a bicycle rental program; consequently, the opportunity to provide that type of service or concession is not being offered in this RFP.

2.7 Costs

The Selected Proposer shall be responsible for all expenses incurred in connection with the proposed customer amenity program including all fees imposed in connection with the program by any municipality, the County or any other agency of appropriate jurisdiction.

2.8 Financing

The Selected Proposer shall secure all financing required to completely implement the customer amenity program. The Selected Proposer shall submit documentation clearly indicating that the Selected Proposer has sufficient financing to successfully implement the program as proposed. Should the Selected Proposer fail, for any reason, to secure adequate financing for the program as described in the proposal submitted in response to this RFP, the County retains the right to terminate the Lease.

2.9 Selected Proposer's Responsibilities

The Selected Proposer shall be responsible for the following:

- A. Submission of a project schedule and plan describing in detail the steps necessary to implement a phased Customer Amenity Program which is based upon a comprehensive market analysis. The plan shall include the phasing of the program, design and layout of the program facilities and proposed connection to utilities at each location. The project schedule and plan must be approved by the County.
- B. At its sole cost and expense, applying for, obtaining and maintaining any and all permits, licenses and approvals necessary.
- C. Cost of utilities, unless otherwise agreed to in writing by DTPW, and all costs associated with obtaining connections to utilities.
- D. All costs associated with the alteration, relocation, or replacement of County facilities, either temporary or permanent, and with any measures required to maintain transit operations during implementation shall be at the sole cost of the Selected Proposer.
- E. Submission of plan(s) to mitigate any disruption to transit operations and/or impacts to transit facilities. The plan(s) must be approved in writing by DTPW prior to commencement of any work that may impact transit operations and/or transit facilities. Any damage or impacts to transit systems and/or facilities resulting from activities undertaken or authorized by the Selected Proposer must be immediately remediated at the Selected Proposer's sole expense.

- F. Certain activities may require the use of DTPW employees to monitor and coordinate the activities in or near County facilities. The Selected Proposer shall be responsible for all costs incurred as a result of such activities.
- G. Submission of subleases and/or subcontracts which will be used in the program. All such agreements must be approved in writing by the County.
- H. Submission of status reports to the County regarding the program development on a quarterly basis, or more frequently, if required by the County.
- I. Commencement and implementation of the program in a timely manner.
- J. Effectively financing, implementing, operating, managing a high-quality customer amenity program and maintaining all program facilities and areas in compliance with all applicable federal, state and local laws, rules, ordinances and regulations and the agreement resulting from this Solicitation.
- K. Effectively marketing and promoting the program.
- L. Implementing an effective, comprehensive quality control program to include a comprehensive and enforceable customer service program and program facility maintenance and repair program.
- M. Maintaining permanent, computerized records, in a format acceptable to DTPW, for each concession by location.
- N. Prior to commencement of any activities on County property the Selected Proposer's designated Project Manager, its Subcontractors and/or Sublessees, as determined appropriate in the sole discretion of DTPW, will be required to meet with DTPW staff to provide relevant information and to coordinate related activities. Such meetings will be required as frequently as deemed appropriate by DTPW.

2.10 FTA and FDOT Requirements and Approvals

The Customer Amenity Program contemplated by this solicitation will be conducted on property purchased, in part, with funds provided by the Federal Transit Administration (FTA) and the Florida Department of Transportation (FDOT). Accordingly, award of any agreement subsequent to this RFP will be subject to approval from the FTA and Florida Department of Transportation (FDOT).

2.11 Approach to Customer Amenity Program

Proposer shall include in its approach to the Customer Amenity Program the following aspects:

- A. Plan which offers competitively priced products and services appropriate to each site based on solid, comprehensive market research.
- B. Layout which optimizes the use of available space at each site and which features attractively designed, well-constructed concession spaces and facilities.
- C. Construction, installation, implementation and operation that meets all applicable regulatory requirements.
- D. Most effective phasing plan. Include documentation, research and analysis to support the plan.
- E. Plan for monitoring, mitigating and remediating of negative impacts to transit operations, passenger flow and/or transit facilities.

- F. Plan for subleasing of space to Concessionaires, Sublessees or Subcontractors . The plan must include provision for background checks on all potential Concessionaires, Sublessees, Subcontractors and employees and submission of sublease(s) which will be used.
- G. Marketing plan
- H. Maintenance plan for program facilities and common areas used, including janitorial, daily trash removal and pest control services.
- I. Comprehensive, enforceable customer service plan
- J. Quality control plan to include monitoring and enforcement of subcontract and sublease provisions, pricing guidelines, applicable regulatory requirements, provision of quality customer service and maintenance of program facilities and common areas.

2.12 Payments to the County

The Selected Proposer shall pay to the County Minimum Rent or Participation Rent, whichever is greater.

A. Minimum Rent

Proposers may propose a graduated Minimum Rent for the first three Lease Years. The amount of Minimum Rent proposed for the fourth Lease Year should be proposed at present dollar values. The amount of Minimum Rent proposed for the fourth Lease Year will then be subject to a Consumer Price Index (CPI) adjustment calculated from the date of issuance of the Notice to Proceed.

Within five calendar days of issuance of the Notice to Proceed and through the first three Lease Years the Selected Proposer shall pay the County Minimum Rent. Upon commencement of the fourth Lease Year the Selected Proposer shall pay either the Minimum Rent, adjusted for additional Sites, if applicable, or Participation Rent, as described below in Section 2.12 B, whichever is greater, in accordance with the terms of the Lease.

B. Participation Rent

Participation Rent shall be a percentage of Adjusted Gross Revenue generated by the concession management program in accordance with the terms of the resulting Lease. For the purposes of calculating Adjusted Gross Revenue, Gross Revenue shall be defined as all revenue generated and/or derived and received, directly or indirectly, by the Selected Proposer as a result of the Lease prior to any deductions or exclusions of any kind. Gross Revenue shall include, but not be limited to, (a) income received for the lease, rental, license, permit or use of space on the County property covered by the Lease, (b) any revenue realized in lieu of rents or fees pursuant to claims asserted under any business interruption insurance or rental insurance proceeds, (c) revenue received by the Selected Proposer for the purpose of providing amenities, insurance coverage, security services, maintenance of common areas, equipment and facilities and replacement, betterments and/or additions to improvements, equipment and facilities and all revenue received by the Selected Proposer in the form of reimbursements for such services, amenities, fees received by the Selected Proposer on behalf of its Subcontractors, Sublessees, Concessionaires or any other entity.

Adjusted Gross Revenue shall be calculated by deducted the following from total Gross Revenue:

- 1) Taxes or other charges levied by any governmental authority which the Selected Proposer collects from a Sublessee or Subcontractor and remits to such authority.

- 2) Security deposits (but interest earned by the Selected Proposer on security deposits to the extent not required to be paid to others shall be included in Gross Income);
- 3) Payments made to the Selected Proposer by an insurer or by a Sublessee for casualty losses or damages sustained to the extent such payments are used to repair or restore such losses or damages;
- 4) Pass-through expenses, which include money paid to the Selected Proposer by Sublessees or Subcontractors for the purpose of providing insurance coverage, security services and all other expenses that may be construed to be pass-through expenses; i.e., revenue received by the Proposer for providing goods and services other than for the use of a facility or space. However, such pass-through expenses may not, in total, exceed 20% of Gross Revenue.