



Memorandum



Miami-Dade County Office of the Inspector General
A State of Florida Commission on Law Enforcement Accredited Agency
601 NW 1st Court ♦ South Tower, 22nd Floor ♦ Miami, Florida 33136
Phone: (305) 375-1946 ♦ Fax: (305) 579-2656
Visit our website at: www.miamidadeig.org

To: The Honorable Carlos A. Gimenez, Mayor, Miami-Dade County
The Honorable Audrey M. Edmonson, Chairwoman
and Members, Board of County Commissioners, Miami-Dade County

From: Mary T. Cagle, Inspector General

Date: February 10, 2020

Subject: OIG Review of the Procurement Process for the Operations of Public Parking Facilities at Miami International Airport, RFP-00808; TAP Committee Agenda Item 3(A) Substitute, February 12, 2020; Reference IG20-0006-O - REVISED

I. INTRODUCTION

By way of this memorandum, the Office of the Inspector General (OIG) provides our observations and comments on the above-captioned procurement for parking management and operations at Miami International Airport (MIA). On January 15, 2020, the Tourism and Ports (TAP) Committee deferred the recommended contract award and directed the Administration to seek another Best and Final Offer (BAFO) from the two contenders: Airport Parking Associates (APA), who is the incumbent parking facilities operator (Operator); and LAZ Florida Parking, LLC (LAZ), who had been recommended for award.

As part of the motion to defer the item to the next TAP agenda on February 12, 2020, the Committee requested the OIG monitor this latest BAFO process and report on this procurement item. Within the context of that discussion, issues were raised regarding the fairness of the procurement process, specifically relating to the number of paid holidays, vacation days, and 401K benefits that would be reimbursed by the County. The TAP Committee also discussed the application of the Labor Peace requirements and questioned why it was missing in this RFP.

In responding to the TAP Committee's request, the OIG's oversight activity has focused on two components:

- Reviewing the process for developing and preparing the specifications and scope of work for RFP-00808; and
- Monitoring the process for requesting and evaluating the latest BAFO submissions from the two proposers

In the course of our contract oversight review, OIG staff met with staff from the Internal Services Department, Procurement Management Division (ISD Procurement); Miami-Dade Aviation Department (MDAD); and County Attorney's Office. We also met with Mr. William Perry of APA,¹ and several representatives of LAZ, and contacted the Teamsters. OIG contract oversight staff reviewed all relevant materials, including bid submission documents, and listened to the audio recordings of the procurement process.²

As will be explained below, the OIG finds that this highly competitive procurement was unduly complicated by unvetted bid specifications pertaining to employee benefits. Introduced into the draft of this RFP as a cost savings measure, and an attempt to reset the level of benefits to be reimbursed by the County, at each stage of this competition this specific provision became a central critical factor.

After RFP-00808 was advertised, questions arose about the restrictive benefits language in the attached draft management agreement. In response to the questions, bidders were instructed to note an exception to the County's position in their bid response. After oral presentations and a virtual tie, the restrictive language remained in place and bidders were asked to submit a "best and final offer" (BAFO) of their management fee. A contract was negotiated with the recommended firm, with the restrictive language in the agreement. The agreement was subsequently modified to remove the restrictive language before presentation to the TAP Committee. A second BAFO is now under review without the restrictive language applicable. The effects of inserting and removing this restrictive benefit reimbursement language at the different stages of this procurement are unknown. As will be explained, it is clear this language was an unvetted bid specification that never should have been incorporated into the advertised RFP.

II. BACKGROUND

The OIG takes pause for certain clarifications to ensure a common understanding of terms that are used in this memorandum.

¹ The OIG notes that in our meeting with APA, other matters beside the labor peace/reimbursable benefits issue were brought to the attention of the OIG. These included the Competitive Selection Committee's scoring of LAZ's ACDBE (Airport Concessions Disadvantaged Business Enterprise) participation, and the past performance of LAZ's subcontractor. APA explained that these same issues were previously brought to the attention of the Administration, who subsequently instructed staff to review those issues. The OIG review of the legislative record shows that these issues were verbally addressed by staff pursuant to questioning by Commissioners during the discussion of this agenda item at the October 17, 219 TAP Committee meeting. In light of the expedited nature of this review, the OIG chose to focus our review efforts on the central issues of labor peace and reimbursable employee benefits.

² This review was performed in accordance with the *Principles and Standards for Offices of the Inspector General, Quality Standards for Inspections, Evaluations, and Reviews*, as promulgated by the Association of Inspectors General.

A. Management Agreement

These types of agreements are used when seeking a third party to manage, operate, and/or maintain a function that would normally be provided by the entity. In the case of MDAD, these types of agreements are used when seeking third parties to manage, operate, and maintain MDAD facilities such as the MIA hotel, public parking facilities, and air passenger club lounges that are not otherwise operated by a particular airline. Another function serviced by a management agreement at the airport involves employee shuttle bus services. The selected entity is paid a management fee to operate the service; all operating costs, in particular payroll expenses, are reimbursed by MDAD.

B. Labor Peace Requirement

On February 6, 2007, the BCC adopted R-148-07 that requires, in part, that “all Requests for Proposals, Requests for Qualifications and bids for food/beverage, retail/news/gifts and hotel services at Miami International Airport (“MIA”) shall require the proposer to sign a labor peace agreement with the labor organization(s) that seeks to represent the proposer’s employees and submit such agreement as part of its proposal to assure that no labor dispute or unrest will disrupt their operations at MIA.” Though not specifically referenced in R-148-07, the County has incorporated the Labor Peace requirements within MDAD RFPs for management agreements.

While Resolution R-148-07 notes that the “proposer” shall sign an agreement, we learned through the County Attorney’s Office that this requirement is actually imposed as a condition of contract award. In other words, the successful proposer must—prior to award—attest on an MDAD supplied form that it has such an agreement in place. The labor peace agreement does not have to be a collective bargaining agreement (CBA), but surely a CBA would satisfy the requirement of labor peace.

The OIG also learned that MDAD-issued procurements typically contain a section in the RFP instructions that describes the requirement of having a labor peace agreement as a condition of award. The RFP exhibits typically contain a blank page as a place holder that is to be included when the contract is conformed. In other words, upon agreement execution by the recommended awardee, the recommended awardee must demonstrate that it has a signed labor peace agreement with the labor organization seeking to represent those workers (or are already representing those workers). In the case of RFP No. 00808, neither the explanation nor the exhibit place holder was included.

The issue of collective bargaining, however, did come up during the Question and Answer period of the procurement process (prior to the proposal due date). A question was submitted asking “Is there a union, if so, please provide the Collective Bargaining Agreement (CBA).” ISD Procurement responded to the question via Addendum 4 by providing a copy of the current collective bargaining agreement between APA and Teamsters Local Union 769. The requirement of a labor peace agreement, however, and the aforementioned blank exhibit page was not provided or explained in Addendum 4.

During the final contract negotiations, prior to the execution of the contract by LAZ, the County Attorney's Office revised the contract to add in the section pertaining to the Labor Peace Requirement – Resolution No. R-148-07. The new section, Section 25.24 reads in part:

The Concessionaire, prior to award, has provided a signed copy of the labor peace agreement for their employees as part of their Proposal to assure that no labor dispute or unrest will disrupt their operations at Miami International Airport (MIA) or has indicated that no labor union seeks to represent its workforce.

LAZ, as the recommended awardee, eventually signed a labor peace agreement with Teamsters Local 769 (the organization that represents the MIA parking facilities workers) on or about October 21, 2019.

C. CHRONOLOGY

To assist in reading the remainder of this memorandum, a brief chronology of key events is listed below. A more detailed chronology is contained in Schedule A.

10/23/18	RFP-00808 for Operation of Public Parking Facilities at Miami International Airport issued – Cone of Silence is instituted.
11/20/18	RFP-00808 Addendum #4 issued (County responses to questions submitted to BidSync)
12/14/18	Revised RFP-00808 due date (extended from 11/30/18)
01/30/19	Competitive Selection Committee (CSC) Tier I Evaluation
03/18/19	CSC Tier II Evaluation (includes the Oral Presentations by proposers)
04/11/19	Internal Negotiating Committee strategy meeting – Committee rejects APA's exception regarding reimbursing to benefits at current levels and maintains reimbursement level set forth in the RFP. In other words, the reimbursement of employee benefits would be at a level lower than what was currently being paid.
04/23/19	APA and LAZ submit BAFO (BAFO #1)
05/08/19	LAZ executes Management Agreement

- 05/16/19 Mayor executes memorandum recommending award of agreement to LAZ Parking LLC; Cone of Silence is lifted. *Note at this time, the reimbursement of employee benefits was at the same level as written into the RFP and settled upon by the Negotiation Committee, i.e. at a lesser level than what was currently being paid.
- 07/11/19 MDAD directs ISD to revise the actual Management Agreement in order to continue the same level of employee benefits.
- 07/25/19 According to Legistar File No. 191352 history, pages 10, 11, 18, 105 and 106 in agenda package are replaced.
- 01/15/20 TAP instructs Mayor to request a second BAFO (BAFO #2)

III. OIG CONTRACT OVERSIGHT

A. OIG Review Pertaining to the Reimbursement of Employee Benefits Pursuant to the Proposed Management Agreement

1. Development of the RFP Specifications

MDAD Commercial Operations Division personnel advised that they began drafting the specifications and scope of services of RFP-00808 in mid to late 2017. This division is responsible for overseeing the parking facilities agreement, as well as other management agreements; including the operation of the MIA Hotel and Club America lounge located in Terminal F. In order to reduce costs and establish uniformity across the other management agreements, the draft contract included in RFP-00808 contained language that established a level of County reimbursement that was less than what MDAD was currently paying for worker benefits. Specifically, Section 4.02(e) of the draft parking contract declared:

The fringe benefits for full time reimbursable employees are six (6) paid holidays, six (6) unpaid sick days, one (1) week vacation for employees which have worked greater than one year and two (2) week vacation for employees which have worked greater than two (2) years. Benefits must be used in the year earned and shall not be carried over to the following year.

As explained by MDAD Commercial Operations representatives this was an attempt to “reset” the benefits level should a non-incumbent be awarded the agreement. However, as explained, it was always expected that the final level of reimbursed benefits would be resolved during the negotiations process, as the MDAD Commercial Operations representative was well aware that under the current agreement, the level of benefits

being reimbursed was higher than what was drafted, and that the incumbent Operator had a CBA with labor organization representing its employees.

As to how that specific language was developed, it was explained that it was the same language that was used in the RFP for the MIA Club America Lounge (another management agreement) issued a couple of years prior.³ In the case of the lounge workers, what was reflected in the RFP document actually was the reimbursement benefit level currently (at that time) being provided—it was not being presented as a lesser level. The same was not the case for parking.

The OIG observes that this RFP was developed during a period of transition at MDAD. At the outset of the bid development process, significant organizational changes were ongoing. In October 2017, it was announced that all MDAD procurement-related agenda items had to have the recommendation of the ISD Chief Procurement Officer. In addition, a new position of Special Assistant for Landside Business Operations was created to oversee procurement activity at MIA. Procurement staff was being physically relocated from MDAD (at the airport) to ISD (downtown). During this transition, instead of the draft bid advancing through different levels of review within MDAD, the conversation surrounding the solicitation for the parking management services shifted toward consideration of alternative service delivery models.

As recounted by multiple parties, in early 2018 there was an active reassessment of the best approach toward the operations of the public parking facilities at MIA. These discussions among professional staff included consideration of awarding a lump sum contract to a turn-key Operator, taking the operations in-house to be administered by MDAD personnel, and some version of a management agreement with different defined reimbursements for operational expenses. Eventually, these discussions culminated in the decision to continue with the same model—a management agreement where the Operator is fully reimbursed for operational expenses, especially employee payroll expenses, as annually approved in an operating budget.

In the process of returning to the initial bid process based upon the existing model, the earlier draft prepared by MDAD in late 2017 resurfaced. The individuals working on this solicitation in the latter part of 2018 recall focusing attention on the new parking technology being utilized, and provisions in the bid seeking innovation to counter the effects of ridesharing and off-site parking options that were impacting the revenues to the airport. The parties interviewed by the OIG did not recall any specific conversations about the benefits level that was stated in the draft RFP. Once the draft RFP was provided to ISD, this section was never revised.

On October 22, 2018, the MDAD Director's Office advised ISD Procurement that the RFP is "good to go." The next day, October 23, the RFP was released

³ RFP MDAD-06-15 for the Non-exclusive Management Agreement for the Operation of Club America Lounge at Miami International Airport, the subsequent Management Agreement was awarded to Gideon Total Management Services, LLC.

2. Responding to the Employee Benefit Language Contained in the RFP

After the bid was advertised on October 23, 2018, prospective vendors were afforded an opportunity to submit questions. During that period, questions were raised regarding the limited reimbursement of employee benefits, as shown below:

Question 23. Article 4.02 on page 10 of the draft management agreement lists reimbursable wage rates and fringe benefits of employees of Management. Item (e) states “The fringe benefits for full time reimbursable employees are six (6) paid holidays....”. As the current union agreement with Teamsters Local No. 769 mandates that employees who have completed their probationary periods of employment receive nine (9) paid holidays, would the County consider increasing the number of reimbursable paid holidays to nine (9) in order to maintain labor harmony and consistency with current practices?^[4]

And

Question 24. Article 4.02 on page 10 of the draft management agreement lists reimbursable wage rates and fringe benefits of employees of Management. Item (e) specifies vacation as one (1) week and two (2) weeks based on years of service. As the current union agreement with Teamsters Local No. 769 mandates that full-time employees who have completed seven (7) years of continuous service receive three (3) weeks paid vacation, would the County consider reimbursing Parking Management for up to three (3) weeks paid vacation for employees?

And

Question 26. Article 5.13 (d) on page 18 of the draft management agreement lists “Retirement contributions to employees of Management” under non-reimbursable expenses. As the current union agreement with Teamsters Local No. 769 mandates that all employees who work more than 1,000 hours per year and who have worked more than one (1) full year of service shall be eligible to participate in a company 401k savings plan, would the County consider reimbursing the Operator for 401k contributions in order to maintain labor harmony and consistency with current practices?

⁴ The OIG notes that another employee benefit change involved “paid” versus “unpaid” sick leave. At present, parking employees can accumulate up to 15 sick days at the rate of one sick day every two months. These sick days are reimbursed by the County. The RFP language (Section 4.2) changed this to 6 unpaid sick days. While this question was not asked in the Q&A session, we find this to be important and are noting it here.

Subsequent to the deadline for submitting questions, Addendum No. 4 was issued on November 20, 2018. The County's responses to Question 23, 24 and 26 were "Proposers may identify exceptions to the County Draft Form of Agreement in response to Question No. 20 of the Proposer Information Section for the County's review and evaluation." Essentially, proposers were advised to note the exception so that it might be a topic for negotiation later in the process.

When the proposals were received from APA and LAZ on December 14, 2018, APA took an exception in Question 20 of the Proposer Information Section; LAZ did not take any exception.

The OIG inquired of ISD Procurement personnel about the Q&A and the responses to note an exception. ISD Procurement advised that this is a standard response and allows for the proposer to indicate contract terms that they do not agree with. When asked if these questions prompted a review of the level of employee benefits currently being paid reimbursed by the County, there was no recollection of MDAD (as the user department) objecting to the standard response.

3. The Selection and Evaluation Process

In reviewing the evaluation criteria and scoring methodology for this RFP, the OIG notes that each of the five members of the Competitive Selection Committee⁵ (CSC) was allocated a maximum of 1,000 points; hence the total cumulative score would be up to a maximum of 5,000 points. Eighty-five percent (85% or 4,240 points) was allocated for the Technical Criteria⁶ and 15% (750 points) for Price (i.e., the proposed management fee). Price points are awarded by each CSC member on a subjective basis—that is, points are not awarded using a formula where the best price automatically receives the total available price points and other proposers receive points on a proportional basis.⁷

During the RFP's first tier of evaluation, APA scored higher in the Technical Category by 137.6 points. On Price, LAZ scored higher by 108 points. Taken together, APA led by only 29.6 points (see Table 1 on the next page).

⁵ The CSC was made up of five voting members (two from MDAD, one from the Clerk of Courts, one from Seaport, and one from Parks, Recreation and Open Spaces), and two non-voting technical advisors (one from MDAD and one from ISD). The CSC was chaired by ISD's Chief Negotiator.

⁶ Within the Technical Criteria, 100 points per member is allocated for the Airport Concession Disadvantage Business Enterprise (ACDBE). ACDBE submissions are independently evaluated and scores assigned by MDAD-Minority Affairs Division.

⁷ For example, the OIG observes that one CSC member awarded both LAZ and APA the same number of points even though LAZ's proposed fee was \$300,000 and APA's proposed fee was \$380,000.

Table 1 – Summary of Tier I Cumulative Scores

TIER I EVALUATION	APA	LAZ
Points for Technical Criteria	3,720.1	3,582.5
Points for Price	605.0	713.0
Management Fee Proposed	\$380,000	\$300,000
Total Points	4,325.1	4,295.5

The OIG notes that after the Tier I Evaluation, the scores were so close (less than 0.7%) that the CSC invited both proposers for Tier II Oral Presentations.

After the Oral Presentations, CSC members were instructed to disregard their Tier I scores and re-score the proposals based on oral presentations, using the same criteria as in Tier I. The cumulative results of that scoring is illustrated in Table 2 below.

Table 2 – Summary of Tier II Cumulative Scores

TIER II EVALUATION	APA	LAZ
Points for Technical Criteria	3,732.1	3,666.5
Points for Price	645.0	713.0
Management Fee Proposed*	\$380,000	\$300,000
Total Points	4,377.1	4,379.5

*While the proposed management fees were unchanged, they were subject to a fresh evaluation following the oral presentations.

After the oral presentations, the scoring was even closer—they were 2.4 points (or less than 0.05%) apart. The CSC discussed and agreed that both proposers were equally qualified to provide the required services and decided to 1) request a BAFO from each proposer, and 2) to enter into parallel negotiations with both proposers. Subsequently, a Negotiations Team was appointed to conduct the remaining procurement process.⁸

On April 11, 2019, the Negotiations Team held an internal strategy session. The issue of APA's exceptions in Question No. 20 were discussed. The Team reasoned that if APA's exceptions were rejected, and LAZ did not take an exception, then both would be negotiating from the same place. The Team determined that this reduced level of benefits would be the starting point for negotiations, recognizing that the proposer's management fee may include the cost difference to pay for unreimbursed benefits.

On April 23, 2019, both APA and LAZ submitted their BAFOs. Table 3, on the next page, shows the comparison of the proposers' initial and BAFO submissions.

⁸ The Negotiations Team was made up of ISD's Chief Negotiator and three MDAD officials (the Assistant Aviation Director for Business Retention and Development, who was earlier a voting CSC member; MDAD's Chief Financial Officer; and MDAD Special Projects Administrator 2 in the Commercial Operations Division, who was earlier a CSC non-voting technical advisor .

Table 3 – Comparison of Proposed Management Fees

Proposed Management Fee	APA	LAZ
Initial Proposal	\$380,000	\$300,000
BAFO #1	\$360,000*	\$149,500

* In its BAFO submission, APA stated that the cost to maintain employee benefits is \$105,000 and declared this essentially lowered its Management Fee to \$255,000.

During a February 4, 2020 meeting with the OIG, the LAZ representatives advised that when they submitted their BAFO, which was \$149,500, they were fully cognizant of the County's reimbursement terms and were willing to cover the cost in order to win the contract, but it was not stated in the BAFO submission. In contrast, APA's BAFO submission clearly referenced the additional \$105,000 non-reimbursable expense.

The OIG recognizes the price differential in the two submissions by qualified bidders, even when adjusted by APA's estimated costs of non-reimbursable employee benefits, is a logical basis for declaring the winner of this BAFO contest. And the winner of this BAFO contest was recommended for award. As noted below, however, even this recommendation for award was disturbed by actions taken to correct the unvetted bid specifications that reduced the reimbursements for employee benefits.

4. Changes Made Subsequent to the Mayor's Recommendation to Award

On May 8, 2019, a representative of the recommended firm signed off on the terms of the agreement. Shortly thereafter, on May 16, 2019, the Mayor's recommendation that the subject agreement be awarded to LAZ was officially recorded, at 10:24 AM. Once the Mayor's recommendation was made public, the Cone of Silence was lifted.

After the Cone of Silence was lifted, and the parties involved in this procurement began freely communicating their concerns about the embedded policy limiting reimbursements, the Director of MDAD learned of the restrictive language in the bid documents that might potentially affect the benefits of the airport workers. The OIG was told the Director became aware of this issue sometime in July of 2019.

As conveyed to the OIG, the Director of MDAD immediately recognized that the possible consequences of this restrictive language (a reduction in workers' benefits) was a policy direction that runs contrary to the consistent efforts of the Board of County Commissioners to improve working conditions for contract workers at MIA. The Director of MDAD immediately instructed his staff to correct this situation.

Before the agreement that was recommended for award became Item 3E on the September 12, 2019 TAP Committee Agenda, changes to the agreement were made. The Management Agreement attached to that agenda item no longer included reference to the non-reimbursable employee benefits that had been the basis for the first BAFO.⁹

⁹ Section 4.02(e), page 10 of Management Agreement revised. TAP Committee Agenda Item 3E. September 12, 2019.

Instead, an appendix was modified to include a schedule of eligible reimbursable employee benefits; benefits that were consistent with the existing collective bargaining agreement between APA and Teamsters Local 769.¹⁰

The OIG finds these changes to the Management Agreement to be notable. The change to the form of the Agreement was also made well after the opportunity to file a bid protest had passed. Though significant, these changes were not noted in the cover memorandum accompanying this item, nor was a substitute agenda item prepared.

The late intervention by the Director of MDAD and his senior staff to correct this situation was decisive and telling. The complete removal of this restrictive reimbursement language does suggest this bid specification never should have been incorporated in this solicitation.

B. Monitoring the Second BAFO

The OIG began its monitoring of the second BAFO process immediately after the TAP meeting of January 15, 2020. The OIG activities included reviewing and commenting on the draft BAFO (and its attachments), the methodology for solicitation, and the retrieval of offers submitted to the County's BidSync web portal.

The OIG notes that unlike the RFP-00808, wherein the reimbursement levels for (reduced) employee benefits were stated in Article 4.02 of the draft agreement, these reimbursement levels are detailed in Exhibit G of the proposed new agreement attached to the BAFO. In addition, the proposed levels of reimbursable employee fringe benefits are the same as those currently being reimbursed by MDAD; i.e. not at the reduced levels initially contemplated in the RFP-00808.

The OIG representative was present with the ISD Chief Negotiator and observed the retrieval of BAFO proposals from BidSync. The OIG requested and received a copy of the contents of the downloaded files. A BAFO was received from both APA and LAZ. The results of this second BAFO are presented in Item 3(A) Substitute on the TAP Committee scheduled for February 12, 2020.

Overall, the BAFO process itself appeared to be routine and unremarkable. Being the second BAFO, this will be the third time these two firms have had to adjust their management fees in order to compete for this contract.

¹⁰ Appendix G, Reimbursable Operating Cost. TAP Committee, Agenda Item 3E. September 12, 2019.

IV. RECOMMENDATION PERTAINING TO MANAGEMENT AGREEMENTS

The OIG does not have a recommendation to the Board of County Commissioners on the decision to award this contract to operate and manage the parking facilities at MIA. The research we have conducted, and the information provided in this memorandum, will hopefully serve to facilitate your decision.

It is respectfully suggested that MDAD undertake a review of other management agreements administered to determine if the employee benefit reimbursement policies are aligned with your public positions relative to working conditions at MIA. While much attention has been placed on the contractual provision for reduced reimbursement levels for paid holidays, paid vacations days and 401K, there was no mention or discussion on the provision that MDAD had proposed to not reimburse for employee sick days. Although this provision has been eliminated from the subject contract, it still exists in the Management Agreement for the Club America Lounge. The OIG will follow-up with MDAD regarding the above suggestion.

* * * * *

The OIG appreciates and thanks the staffs of the Miami-Dade Aviation Department and the Internal Services Department for the courtesies and cooperation extended to the OIG during the course of this review. Additionally, the OIG appreciates and thanks representatives LAZ Florida Parking, LLC and Airport Parking Associates for meeting with OIG staff during this review.

cc: Abigail Price-Williams, County Attorney
Edward Marquez, Deputy Mayor
Lester Sola, Director, Miami-Dade Aviation Department
Tara Smith, Director, Internal Services Department
Namita Uppal, Chief Procurement Officer, Internal Services Department
Yinka Majekodunmi, Commission Auditor

Under separate cover
Airport Parking Associates
LAZ Florida Parking, LLC

OIG Schedule A

Timeline of Events Related to RFP-00808

INCEPTION

01/23/97 First Management Agreement with APA (APA is a joint venture between Central Parking [51%] and WRP & Associates [49%]); R-64-97

09/02/08 Second Management Agreement with APA; R-898-08

03/22/16 SP Plus Corporation (SP+) acquired Central Parking; R-979-18

04/01/16 MDAD issues RFP No. MDAD-06-15 for Non-exclusive Management Agreement for the Operation of Club America Lounge at Miami International Airport.

Note: Section 4.02 of the attached proposed agreement provides for reimbursable benefits at six (6) paid holidays and six (6) unpaid sick days one (1) week vacation for employees which have worked greater than one year and two (2) week vacation for employees which have worked greater than two (2) years.

11/17/16 RFP No. MDAD-06-15 awarded to Gideon Total Management Services, LLC for the Non-exclusive Management Agreement for the Operation of Club America Lounge at Miami International Airport.

Note: Section 4.02 of the executed agreement is the same as the draft contained in the RFP (see above).

2017

During 2017 MDAD Commercial Operations staff began development of specifications and scope of services for public parking facilities at MIA.

10/30/17 Mayor appointed: 1) Special Assistant for MDAD Landside Business Operations; and, 2) Reclassification of position to Assistant Aviation Director for Airport Concession Development. Ref: mayor's Memorandum, 10/30/17

Fall/Winter MDAD Contract Administration Division staff transferred to Internal Services Department (ISD) Procurement Management Services (PM) Division

MDAD Commercial Operations provides initial draft of proposed parking RFP to ISD; ISD to finalize the RFP and will handle the procurement process.

2018

- 02/16/18 Lester Sola appointed Aviation Director
- Spring/Summer MDAD Commercial Operations staff complete development of specifications and scope of services for public parking facilities at MIA.
- Discussions between MDAD and ISD-PM regarding model for service delivery; i.e. in-house operation, lump-sum, or management fee/reimbursable.
- 07/24/18 Mayor directed to negotiate a 1-year extension with APA; R-818-08
- 09/05/18 APA Change Order #1 presented; deferred
- 10/20/18 APA Change Order #1 approved; R-979-18
- 10/22/18 MDAD approved RFP-00808 for release
- 10/23/18 RFP-00808 for Operation of Public Parking Facilities at Miami International Airport issued – Cone of Silence instituted.
- 11/09/18 RFP-00808 – Pre-proposal visit
- 11/20/18 RFP-00808 Addendum #4 issued (County responses to questions submitted to BidSync)
- 12/14/18 RFP-00808 Due date (Extended from 11/30/18)
- 2019
- 01/30/19 CSC Tier I Evaluation
- 03/18/19 CSC Tier II Evaluation
- 04/11/19 Negotiating Committee Internal Strategy Meeting – decision to reject Exceptions taken by APA
- 04/23/19 Proposers submitted first BAFO
- 05/08/19 LAZ executed Management Agreement
- 05/16/19 Mayor executed memorandum recommending award of agreement to LAZ Parking LLC (including reduced benefits levels) - Cone of Silence lifted.
- 05/17/19 Item submitted to Office of Agenda Coordination
- 07/11/19 MDAD decision to continue reimbursement for employee benefits at current levels.

Subsequently, ISD negotiated changes to reimbursement levels of employee benefits and Labor Peace with LAZ.

Section 4.02(e) and Exhibit G revised and substituted to reflect maintaining current levels of reimbursement for employee benefits. Changes were not reflected in Mayor's memorandum. (Note: see below)

07/25/19	TAP Pages 10, 11, 18, 105 and 106 in agenda package are replaced. (Legistar File No. 191352)
09/12/19	TAP Agenda Item 3A – Deferred to 10/17/19 TAP meeting.
10/17/19	TAP Agenda Item 3C – Lack of Quorum
11/14/19	TAP Agenda Item 3A - Deferred
2020	
01/15/20	TAP instructs Mayor to request BAFO
01/21/20	OIG reviews draft of BAFO
01/23/20	BAFO released via BidSync
01/30/20	BAFO due date; OIG observed retrieval of submissions