

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New OTR Sole Source Bid Waiver Emergency

Previous Contract/Project No.

Contract

NA

Re-Bid

Other

LIVING WAGE APPLIES: YES NO

(LEGACY)

Requisition No./Project No.:

RQAV2000015/
EPPRFP-01383

TERM OF
CONTRACT

5 Years

Requisition /Project Title:

Concierge Services

Description:

A Concession. Concierge Services to be provided to passengers travelling through Miami International Airport. Aviation is seeking a qualified firm to develop and provide a Concierge Service Program that will increase revenues to the Airport, maximize Passenger comfort, and enhance MIA's image as a customer-friendly global Airport. Currently, some airlines offer the Services by way of elite packages to their Passengers. However, this does not prevent Passengers from obtaining the Services from other sources.

Issuing Department:

AV

Contact
Person:

Sylvia Novela

Phone:

305-375-3027

Estimate Cost:

\$75,000

GENERAL FEDERAL

OTHER

Funding Source:

**Operating
Budget**

ANALYSIS

Commodity Codes:

90534

96179

96178

96179

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

EXISTING

2ND YEAR

3RD YEAR

Contractor:

Small Business Enterprise:

Contract Value:

Comments:

Continued on another page (s): Yes No

RECOMMENDATIONS

Set-aside

Sub-contractor goal

Bid preference

Selection factor

SBE

Basis of
recommendation:

Previously recommended by MDAD under Milford, as a ACDBE Voluntary participation

Signed:

Phillip A. Rincon

Date sent to SBD:

03/05/2020

Date returned to DPM:

Revised April 2005



**EXPEDITED PROCUREMENT PROCESS
REQUEST FOR PROPOSALS (EPPRFP) NO. 01383
FOR
CONCIERGE SERVICES AT MIAMI INTERNATIONAL AIRPORT**

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2020 at __:00 AM (local time)
111 NW 1st Street, — Floor, Conf. Rm. __, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Strategic Procurement Division
(Through the Expedited Purchasing Program)
for
Miami-Dade Aviation Department

MIAMI-COUNTY CONTACT FOR THIS SOLICITATION:

Pablo Martinez, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-4254
E-mail: Pablo.Martinez@miamidade.gov

PROPOSALS DUE:

INSERT DATE AND TIME

**IT IS THE POLICY OF MIAMI-DADE COUNTY (COUNTY) THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION.
(SEE IMPLEMENTING ORDER 7-7)**

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (**see addendum section of BidSync Site**). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade Aviation Department (Aviation), is soliciting proposals to select a qualified firm to provide Concierge Services to passengers travelling through Miami International Airport (MIA). Such Services may include, but not be limited to the services described in Section 2, of this solicitation. The Service shall be offered to international as well as domestic passengers.

The County anticipates awarding a contract for a five (5) year period.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:

Pre-Proposal Conference:

See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidade.gov at least five days in advance.

Deadline for Receipt of Questions:

Proposal Due Date:

See front cover for date and time.

Evaluation Process:

Projected Award Date:

1.2 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:

1. The words "**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 Draft Lease and Concession Agreement.
2. The words "**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 Concessionaire, including all of its terms and conditions, attachments, exhibits, and amendments.
3. The word "**Airport**" shall mean Miami International Airport.
4. The words "**Aviation**", "**Department**", or "**MDAD**" to mean Miami-Dade Aviation Department.
5. The term "**CBP**" shall mean Customs and Border Protection.
6. The word "**Central Terminal**" shall refer to the area of the terminal building and concourses, within the central part of the Miami International Airport terminal area, landside and airside, which is known as Concourses E-G.
7. The word "**Code**" shall mean the Code of Miami-Dade, Florida.
8. The words "**Concessionaire**" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "**the prime Concessionaire**".
9. The word "**County**" to mean Miami-Dade County, a political subdivision of the State of Florida.
10. The term "**FIS**" shall mean Federal Inspection Station.
11. The word "**Location(s)**" to mean the designated area within Miami International Airport from which the Concessionaire may use as a hub for the provision of Services.
12. The words "**North Terminal**" shall mean the area of the terminal building and concourses, within the north part of the Miami International Airport terminal area, landside or airside, which is now known as Concourses A-D.
13. The words "**Passenger**" to mean a traveler on a public or private conveyance other than the driver, pilot, or crew.
14. The term "**Pressure-sales**" shall mean an unethical selling technique in which the salesperson exerts relentless and persistent pressure upon the customer, using inducements and psychological pressure to gain a fast sale.
15. The word "**Proposal**" to mean the properly signed and completed written good faith commitment by the Proposer submission in response to this Solicitation by a Proposer for the Services, and as amended or modified through negotiations.
16. The word "**Proposer**" to mean the person, firm, entity or organization, as stated on the Proposal Submittal Form, submitting a proposal to this Solicitation.

17. The words “**Request for Proposals**” or “**RFP**” shall mean this Solicitation document and all associated addenda and attachments.
18. The words “**Scope of Services**” to mean Section 2.0 of this Solicitation, which details the work to be performed by the Concessionaire.
19. The word “**Solicitation**” to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
20. The words “**South Terminal**” shall refer to the area of the terminal building and concourses, within the south part of the Miami International Airport terminal area, landside or airside which is known as Concourses H and J, and connecting concession and public space.
21. The word “**Subcontractor**” to mean any person, firm, entity or organization, other than the employees of the Concessionaire, who contracts with the Concessionaire to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Concessionaire.
22. The words “**Support Space**” shall mean those areas under lease by the Concessionaire at the Airport for office or administrative functions, storage of goods and materials, prep areas, or areas not generally accessible to customers.
23. The term “**TSA**” shall mean the United States Transportation Security Administration, and any successor agency, office or department thereto.
24. The word “**Terminal**” shall mean the area of the Miami International Airport consisting of the terminal buildings and concourses, within the North, Central and South Terminals, landside or airside and connecting concession and public spaces.
25. The words “**Work**”, “**Services**”, “**Program**”, or “**Project**” to mean all matters and things that will be required to be done by the Concessionaire in accordance with the Scope of Services, and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all proposals; accept parts of any and all proposals; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the proposals received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County’s sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County’s sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any Proposer regarding Proposer’s responsibility after the submission deadline as the County deems necessary.

The Proposer’s proposal will be considered a good faith commitment by the Proposer to negotiate a contract with the County, in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposer proposal shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date and time, or upon the expiration of 180 calendar days after the opening of proposals.

As further detailed in the Proposal Submittal Form, Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the “Public Record Law.”

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible.

To request a copy of any code section, resolution and/or administrative/implementing order cited in this Solicitation, contact the Clerk of the Board at (305) 375-5126, Monday- Friday, 8:00 a.m. – 4:30 p.m.

1.4 Aspirational Policy Regarding Diversity

Pursuant to Resolution No. R-1106-15, Miami-Dade County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

1.5 Cone of Silence

Pursuant to Section 2-11.1(t) of the Code of Miami-Dade County, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective Review Team.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Services Section, the responsible Procurement Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation document;
- oral communications at pre-proposal conferences and oral presentations before Review Team during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any County employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response is necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.6 Communication with Review Team Members

Proposers are hereby notified that direct communication regarding this solicitation, written or otherwise, to Review Team members or the Review Team as a whole are expressly prohibited. Any oral communications with Review Team members other than as provided in Section 2-11.1 of the Code of Miami-Dade County are prohibited.

1.7 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133 of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals 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 of the Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.8 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any

action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.9 **Collusion**

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer, the principals, corporate officers, and managers of the Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.10 **Expedited Purchasing Program**

Pursuant to Section 2-8.1.6 of the Code of Miami-Dade County, the County created the Expedited Purchasing Program (EPP). Due to the expedited nature of County projects issued under the EPP, prospective Proposers should anticipate a shortened solicitation timeline for submission of proposals. Technical, professional and legal staff may be used to determine best value as set forth in the Solicitation documents without the need to utilize the formal Review Team process established by the County. The County Mayor's or designee's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and terminate the Cone of Silence. Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this Program.

1.11 **Contract Measures Airport Concession Disadvantaged Business Enterprises (ACDBE)**

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. It is the policy of MDAD that ACDBE's shall have the maximum practical opportunity to participate in the performance of County agreements.

ACDBE participation is not a mandatory requirement in order to be considered for award of a contract as a result of this solicitation. If the Proposer elects to participate, the ACDBE Plan must be submitted with the Proposal Submission Package in accordance with Attachment 3.

2.0 SCOPE OF SERVICES

2.1 **Background**

MIA is the leading economic engine for Miami-Dade County and the State of Florida. Founded in 1928, MIA now offers more flights to Latin America and the Caribbean than any other U.S. airport. Today, MIA enjoys top rankings as the leading international freight airport in the United States and ranks as one of the nation's top three leading airports for international passenger traffic.

MIA's prominent presence in international passenger traffic and cargo activity has fueled a host of other industries, such as: tourism, cruise industry, 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. It should also be noted that MIA is the port of entry for about 70% of all international traffic arriving by air to Florida. MIA is the world's largest Latin American/Caribbean gateway, offering 1,290 weekly departures with non-stop service to 73 destinations in the region. With 49% 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.

2.2 Concession Program Goals and Objectives

Aviation 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.

2.3 Concierge Service Program

- A. Aviation is seeking a qualified firm to develop and provide a Concierge Service Program that will increase revenues to the Airport, maximize Passenger comfort, and enhance MIA's image as a customer-friendly global Airport. Currently, some airlines offer the Services by way of elite packages to their Passengers. However, this does not prevent Passengers from obtaining the Services from other sources.

The Concierge Services proposed Program may include the following:

- I. Airport meet and greet
- II. Airport lounge access (refer to Section 2.6, B)
- III. Bookings: Airline, Hotel, Car rental (inclusive of returns)
- IV. Manage re-bookings, check-ins, boarding passes, connecting flights, and itinerary changes
- V. Assist guest through TSA, U.S. Immigration and Customs, and gates (if approved and with consent by TSA and CBP)
- VI. Coordinate transportation to and from MIA
- VII. Special needs travel assistance (e.g. wheelchair assistance, unaccompanied minors and seniors, and sign language assistance etc.)
- VIII. Provide language interpretation
- IX. Shopping services
- X. Personalized services
- XI. Security arrangements (e.g. celebrities, high profile guests, etc.)
- XII. Any emerging technologies that will enhance the operation of the services being proposed

B. Location(s), Support Space and Hours of Operation

Concessionaire shall have the ability to accommodate and schedule required services 365 days a year.

Location(s)

The County may have available Location(s) for rent throughout the term of the Agreement. The Concessionaire may request from the Department to rent available Location space i.e. a meeting point kiosk to welcome passengers. The submittal of a request for additional space does not mean approval by the MDAD.

Support Space

The current Support Space available for rent to the Concessionaire is approximately 165 square feet, which can be used for logistical purposes and/or administrative purposes

C. Equipment

The Concessionaire shall be responsible to provide all the necessary equipment to provide the Services listed herein. Should the volume of the operation require faster movement throughout the airport, the Concessionaire may request from the Department the use of a vehicle(s). The Department will have sole authority to approve any vehicle request throughout the term of the agreement.

D. Security and Safety Plan

The Concessionaire shall be responsible for implementing a Safety Plan to be used by Concessionaire's staff. The Concessionaire shall train all employees on the Safety Plan and the use of all safety equipment. The concierge services provided shall not pose a safety or security risk, violate the airport rules and regulations, or other applicable law. The Concessionaire shall also be required to develop and provide a detailed Security Plan to MDAD for review and approval, prior to beginning operations within ninety (90) Days of the Lease Effective Date of the Agreement, for the Department's review and approval. Security Plan should include at a minimum Concessionaire emergency contact information, disaster preparedness plan, protocol for securing HUB location (if applicable) and any equipment.

E. Customer Service Plan

Concessionaire shall make available an online platform as well as a toll-free telephone number to assist customers to resolve issues related to the services purchased, in addition to the staff working at the Airport.

Customer Service. The public shall be given the highest consideration in matters affecting the operation of the Concessionaire under the terms of the Agreement. Any questions or complaints regarding the standards of service, appearance and maintenance of equipment or other standards of operation or public safety, which shall be brought before the Department, shall be subject to review by the Department with due notice thereof given to the Concessionaire. The Department may take such action as it deems appropriate in the particular circumstances. The Concessionaire shall thereafter take the necessary steps to comply with any reasonable directive of the Department necessary to resolve complaints received and to prevent their recurrence. The Concessionaire shall send copies of all correspondence related to customer complaints relative to operations hereunder to the Department.

- I. Resolution of Complaints. Questions or complaints regarding service, whether raised by customer complaints or the Department's own initiative or otherwise, may be submitted to the Concessionaire who shall promptly and fully respond to such questions or complaints. MDAD may make service audits at its discretion, and the Concessionaire shall meet with MDAD to review the results thereof and to correct promptly any deficiencies observed. MDAD may reasonably request appropriate action by the Concessionaire to correct service deficiencies and such requests shall be complied with the Concessionaire.
- II. MDAD reserves the right to terminate the Agreement because of Concessionaire's failure to provide the Service commensurate with the specific terms of the Agreement and/or the reasonable expectations of customers and MDAD regarding the highest quality of Services.

F. Lost and Found Services

The Concessionaire shall post and provide on its website contact information for their customers to call and collect any lost baggage and/or belongings left by the Concessionaire's customers. Concessionaire will be responsible for handing over lost baggage and belongings of its customers to MDAD Lost & Found.

2.4 Concierge Program Services and Fees

The Concessionaire shall develop a schedule of fees and services in an easily readable form, approved by the Department, which shall be printed in English and Spanish and any other languages as may be required by the Department. Such schedule shall be posted on their website for the specified service areas and any other destinations served by the Concessionaire.

The County shall have the sole discretion to approve all proposed rates submitted by the Concessionaire. The Concessionaire shall request changes in writing, justifying such adjustments, which the Department may administratively authorize or adjust to the extent such adjustments are based upon operational increases.

2.5 Staffing

Concessionaire shall maintain enough personnel necessary to assure prompt, courteous, and efficient service. Personnel shall be properly trained, wear appropriate uniform attired, and must wear identification "badges" in accordance with MIA requirements, per Section 18.15, of the Lease and Concession Agreement. Assigned personnel must be able to fluently communicate with customers. In addition to English, personnel are required to fluently speak a secondary language. Due to the

diversity of passengers at MIA, languages commonly spoken are: Portuguese, Spanish, French, and German. Concessionaire personnel shall not engage in any Pressure-Sales tactics for any services offered at MIA.

A. General Manager

Concessionaire shall appoint a full time, experienced and properly trained General Manager, to represent and act on behalf of the Concessionaire 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 the operation and all support/administrative locations.

B. MIA Customer Service Program

Concessionaire will be required to have all personnel complete the *Miami Begins with Me Customer Service Champion Program*, provided by the Greater Miami Convention & Visitors Bureau, through Miami Dade College School of Continuing Education & Professional Development (305-237-7494) or at npineda@mdc.edu at no cost.

2.6 Airport Information

A. Marketing/Signage

The Concessionaire shall not erect advertising signs to advertise its business or other business at MIA unless and until approval in writing is provided by the Department.

B. Airport Lounge Information

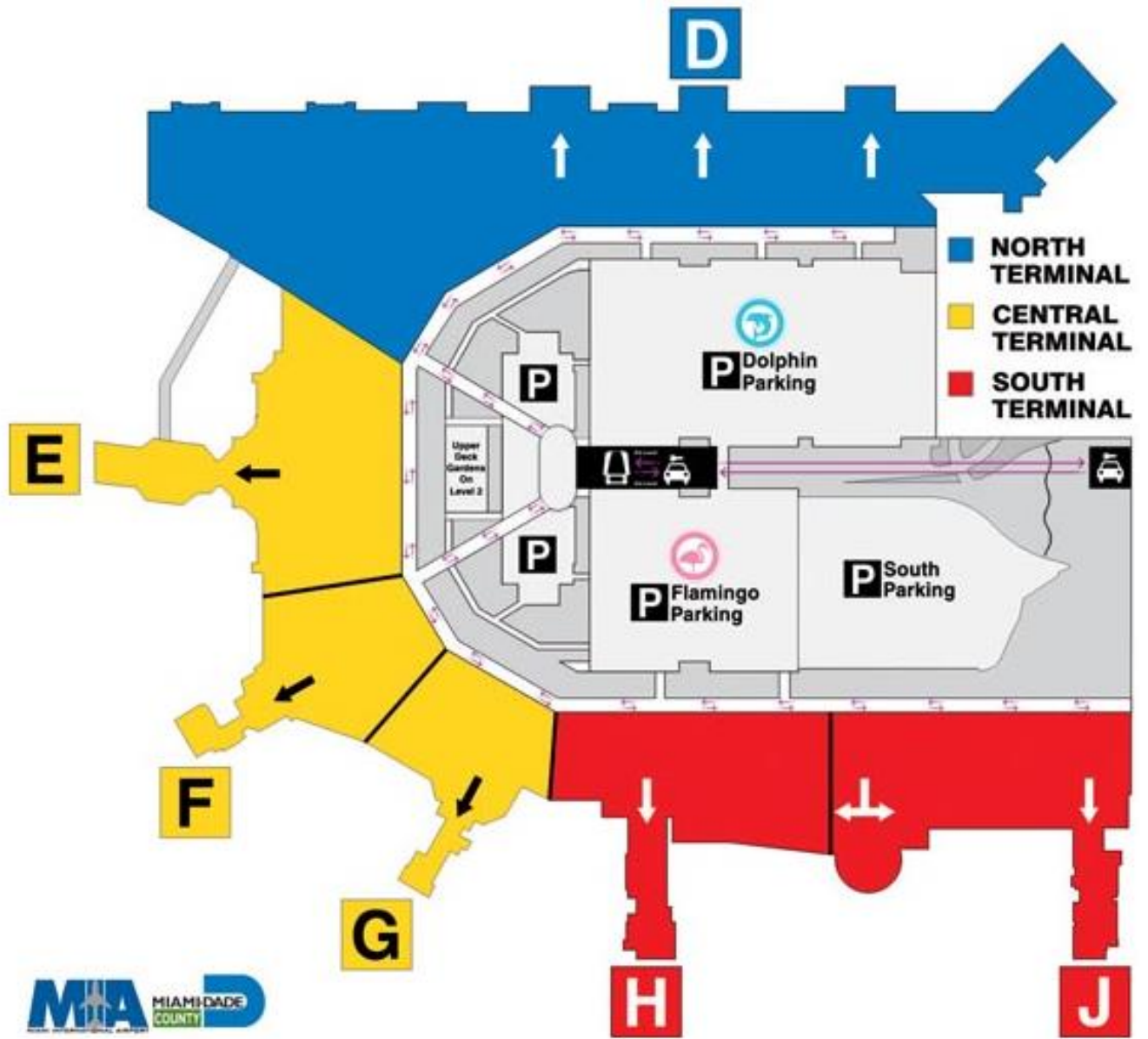
Below is a list of airport lounge locations.

1. American Airlines Lounge,
North Terminal D, near Gate D-34
North Terminal, across Gate D-15
Central Terminal E, 5th Floor, after security checkpoint
2. Centurion Lounge,
North Terminal D, near Gate D-12
3. Club America Lounge
Central Terminal, Concourse F, Level 3, after security checkpoint
4. Avianca Lounge
South Terminal, Concourse J, across from Gate J-4
5. Turkish Airlines Lounge
Central Terminal, Concourse E, after security point
6. Turkish Airlines Lounge
South Terminal, after security point

C. Valet Services Information

Valet Services are operated by MDAD. Valet parking is located in Departures, conveniently located on the 2nd level of the Dolphin (North) and Flamingo (South) Garage.

D. Map of Miami International Airport Terminals



E. Miami International Airport Passengers by Concourse Report

The following report shows passengers by concourse, and it is provided for informational purposes only.

Miami-Dade Aviation Department
Passengers By Concourse
Report Period: 10/2018 - 06/2019

CONCOURSE - D	DOMESTIC		INTERNATIONAL		TOTAL		TOTAL Passengers
	Arrival	Departure	Arrival	Departure	Arrival	Departure	
American Airlines Inc	5,244,174	5,010,775	3,831,338	3,878,433	9,075,512	8,889,208	17,964,720
Envoy Air Inc	799,301	771,332	139,283	78,638	938,584	849,970	1,788,554
****Concourse D Total****	6,043,475	5,782,107	3,970,621	3,957,071	10,014,096	9,739,178	19,753,274

CONCOURSE - E	DOMESTIC		INTERNATIONAL		TOTAL		TOTAL Passengers
	Arrival	Departure	Arrival	Departure	Arrival	Departure	
American Airlines Inc	931,490	1,131,919	444,196	215,975	1,375,686	1,347,894	2,723,580
Envoy Air Inc	251,070	295,604	147,353	79,715	398,423	375,319	773,742
British Airways	0	0	237,774	255,931	237,774	255,931	493,705
Iberia LAE SA Operadora	0	0	132,317	133,096	132,317	133,096	265,413
Qatar Airways	0	0	53,234	57,462	53,234	57,462	110,696
Swift Air LLC	0	0	29,746	66,712	29,746	66,712	96,458
Avior Airlines	0	0	21,613	21,363	21,613	21,363	42,976
Finnair Airlines OYJ	0	0	20,912	19,683	20,912	19,683	40,595
Air France	0	0	9,396	9,994	9,396	9,994	19,390
Royal Air Maroc	0	0	4,568	7,081	4,568	7,081	11,649
Air Italy SPA	0	0	4,090	4,316	4,090	4,316	8,406
Eurowings GmbH	0	0	452	355	452	355	807
Lufthansa Airlines	0	0	329	337	329	337	666
WOW Air	0	0	127	0	127	0	127
Generic Cash and GA Account	0	0	22	0	22	0	22
****Concourse E Total****	1,182,560	1,427,523	1,106,129	872,020	2,288,689	2,299,543	4,588,232

CONCOURSE - F	DOMESTIC		INTERNATIONAL		TOTAL		TOTAL Passengers
	Arrival	Departure	Arrival	Departure	Arrival	Departure	
Swift Air LLC	424	800	242,880	230,513	243,304	231,313	474,617
Transportes Aereos Portugueses SA aka TAP	0	0	66,772	72,599	66,772	72,599	139,371
Air Europa Lineas Aereas SA	0	0	64,232	67,492	64,232	67,492	131,724
ABC Aerolineas S.A. de CV dba Interjet	0	0	48,611	52,149	48,611	52,149	100,760
Cayman Airways Ltd	0	0	32,990	36,385	32,990	36,385	69,375
Public Joint Stock Company -Aeroflot - Russian Air	0	0	31,412	33,670	31,412	33,670	65,082
Eurowings GmbH	0	0	32,958	30,092	32,958	30,092	63,050
Concesionaria Vuela Compania de Aviacion SAPI	0	0	30,699	30,441	30,699	30,441	61,140
Air Italy SPA	0	0	27,564	25,528	27,564	25,528	53,092
Norwegian Air UK Ltd	0	0	22,611	27,786	22,611	27,786	50,397
Boliviana de Aviacion	0	0	24,303	24,723	24,303	24,723	49,026
WestJet Airlines Ltd	0	0	23,092	23,118	23,092	23,118	46,210
GOL Linhas Aereas S.A. Inc.	0	0	31,610	14,481	31,610	14,481	46,091
Aer Lingus Limited	0	0	22,416	22,718	22,416	22,718	45,134
WOW Air	0	0	19,890	23,511	19,890	23,511	43,401
TUI Airlines Belgium NV dba TUIfly	0	0	20,732	21,602	20,732	21,602	42,334
World Atlantic Airlines	455	0	19,780	18,740	20,235	18,740	38,975
Eastern Airlines LLC	1655	2867	20551	8,703	22,206	11,570	33,776
Surinam Airways	0	0	16,460	16,345	16,460	16,345	32,805
Sunwing Airlines Inc	0	0	14,501	14,819	14,501	14,819	29,320
TUI Airlines Nederland BV dba TUIfly	0	0	6,639	21,572	6,639	21,572	28,211
Avior Airlines	0	0	11,331	11,697	11,331	11,697	23,028
Generic Cash and GA Account	0	125	11,185	8,906	11,185	9,031	20,216
LOT Polish Airlines Joint Stock Company	0	0	2,993	4,229	2,993	4,229	7,222
Bahamasair Holdings Ltd	0	0	3,119	1,941	3,119	1,941	5,060
Dynamic International Airways LLC	0	0	3,097	1,131	3,097	1,131	4,228
Corsair S.A. d/b/a Corsair International	0	0	2,261	1,845	2,261	1,845	4,106
Miami Air International Inc	303	165	2,299	1,317	2,602	1,482	4,084
SAS Scandinavian Airlines	0	0	1,045	1,170	1,045	1,170	2,215
Frontier Airlines	1,012	1,087	0	0	1,012	1,087	2,099
Flair Airlines Ltd	0	0	1,168	835	1,168	835	2,003
XL Airways France	0	885	899	0	899	885	1,784
American Airlines Inc	0	1,001	163	0	163	1,001	1,164
Air France	0	0	497	472	497	472	969
TAM Linhas Aereas SA	0	0	767	0	767	0	767
OceanAir Linhas Aereas S.A. dba Avianca Brasil	0	0	295	439	295	439	734
Sun Country Airlines	343	331	0	0	343	331	674
KLM Royal Dutch Airlines	0	0	287	283	287	283	570
Aruba Airlines International LLC	0	0	243	162	243	162	405
Avianca - Aerovias Nacionales de Colombia SA	0	0	268	0	268	0	268
****Concourse F Total****	4,192	7,261	862,620	851,414	866,812	858,675	1,725,487

Concourse - G	DOMESTIC		INTERNATIONAL		TOTAL		TOTAL
	Arrival	Departure	Arrival	Departure	Arrival	Departure	Passengers
United Airlines, Inc	190,482	189,080	0	0	190,482	189,080	379,562
Frontier Airlines	157,790	153,514	0	0	157,790	153,514	311,304
Bahamasair Holdings Ltd	0	0	50,411	52,222	50,411	52,222	102,633
Sun Country Airlines	32,034	31,379	0	0	32,034	31,379	63,413
Aruba Airlines International LLC	0	0	17,916	19,097	17,916	19,097	37,013
Eastern Airlines LLC	737	1,903	6,058	17,383	6,795	19,286	26,081
Sunwing Airlines Inc	1,387	0	9,910	12,171	11,297	12,171	23,468
Republic Airline Inc	4,255	3,886	0	0	4,255	3,886	8,141
Generic Cash and GA Account	629	97	1,408	5,346	2,037	5,443	7,480
Flair Airlines Ltd	0	0	3,657	2,730	3,657	2,730	6,387
Dynamic International Airways LLC	0	0	241	3,001	241	3,001	3,242
Air Canada	0	0	1,030	828	1,030	828	1,858
World Atlantic Airlines	0	0	0	1,817	0	1,817	1,817
Miami Air International Inc	0	0	265	1,472	265	1,472	1,737
Swift Air LLC	0	0	0	1,201	0	1,201	1,201
Delta Air Lines Inc	267	232	156	0	423	232	655
Lan Peru Airlines	0	0	0	238	0	238	238
TACA Peru	0	0	0	123	0	123	123
KLM Royal Dutch Airlines	0	0	0	70	0	70	70
Aerolineas Argentinas	0	0	0	32	0	32	32
****Concourse G Total****	387,581	380,091	91,052	117,731	478,633	497,822	976,455

CONCOURSE - H	DOMESTIC		INTERNATIONAL		TOTAL		TOTAL
	Arrival	Departure	Arrival	Departure	Arrival	Departure	Passengers
Delta Air Lines Inc	981,362	975,065	58,395	55,562	1,039,757	1,030,627	2,070,384
United Airlines, Inc	321,728	327,161	0	0	321,728	327,161	648,889
Aerovias de Mexico SA de CV	0	0	79,414	79,780	79,414	79,780	159,194
Alitalia-Societa' Aerea Italiana SPA	0	0	60,220	60,271	60,220	60,271	120,491
Air France	0	0	42,141	42,739	42,141	42,739	84,880
Avianca - Aerovias Nacionales de Colombia SA	0	0	27,368	24,712	27,368	24,712	52,080
OceanAir Linhas Aereas S.A. dba Avianca Brasil	0	0	19,577	23,360	19,577	23,360	42,937
GOL Linhas Aereas S.A. Inc.	0	0	13,577	29,225	13,577	29,225	42,802
Lan Peru Airlines	0	0	3,683	34,720	3,683	34,720	38,403
KLM Royal Dutch Airlines	0	0	16,155	15,883	16,155	15,883	32,038
Air Canada	0	0	9,227	10,109	9,227	10,109	19,336
TACA - Grupo TACA	0	0	7,862	7,122	7,862	7,122	14,984
Generic Cash and GA Account	172	0	5,304	8,276	5,476	8,276	13,752
SAS Scandinavian Airlines	0	0	6,939	6,669	6,939	6,669	13,608
Swift Air LLC	0	0	12,006	408	12,006	408	12,414
TAM Linhas Aereas SA	0	0	6,063	3,242	6,063	3,242	9,305
Lan Argentina	0	0	5,130	2,487	5,130	2,487	7,617
TACA Peru	0	0	1,751	4,293	1,751	4,293	6,044
Public Joint Stock Company -Aeroflot - Russian Air	0	0	2,654	2,776	2,654	2,776	5,430
Frontier Airlines	2,351	2,384	0	0	2,351	2,384	4,735
LATAM Airlines Group SA	0	0	2,904	1,153	2,904	1,153	4,057
Eastern Airlines LLC	0	0	3,659	0	3,659	0	3,659
Swiss International Air Lines Ltd	0	0	1,288	1,318	1,288	1,318	2,606
Aerolineas Argentinas	0	0	785	783	785	783	1,568
Avior Airlines	0	0	1,440	0	1,440	0	1,440
American Airlines Inc	46	158	1,207	0	1,253	158	1,411
Fast Colombia SAS dba Viva Air Colombia	0	0	633	598	633	598	1,231
Surinam Airways	0	0	217	294	217	294	511
World Atlantic Airlines	0	0	437	0	437	0	437
WOW Air	0	0	204	139	204	139	343
Bahamasair Holdings Ltd	0	0	69	209	69	209	278
Flair Airlines Ltd	0	0	73	159	73	159	232
Dynamic International Airways LLC	0	0	195	0	195	0	195
Miami Air International Inc	0	155	0	0	0	155	155
****Concourse H Total****	1,305,659	1,304,923	390,577	416,287	1,696,236	1,721,210	3,417,446

CONCOURSE - J	DOMESTIC		INTERNATIONAL		TOTAL		TOTAL Passengers
	Arrival	Departure	Arrival	Departure	Arrival	Departure	
Avianca - Aerovias Nacionales de Colombia SA	0	0	276,591	278,898	276,591	278,898	555,489
TAM Linhas Aereas SA	0	0	273,381	268,056	273,381	268,056	541,437
COPA Airlines	0	0	230,838	223,278	230,838	223,278	454,116
Lufthansa Airlines	0	0	150,120	157,885	150,120	157,885	308,005
Air Canada	0	0	141,313	153,021	141,313	153,021	294,334
LATAM Airlines Group SA	0	0	131,783	129,767	131,783	129,767	261,550
Aerolineas Argentinas	0	0	112,492	113,663	112,492	113,663	226,155
Swiss International Air Lines Ltd	0	0	95,715	100,393	95,715	100,393	196,108
Lan Peru Airlines	0	0	109,311	83,273	109,311	83,273	192,584
Virgin Atlantic Airways Ltd	0	0	81,427	87,926	81,427	87,926	169,353
Turkish Airlines	0	0	73,859	78,708	73,859	78,708	152,567
Air France	0	0	73,207	75,791	73,207	75,791	148,998
TACA - Grupo TACA	0	0	69,538	72,427	69,538	72,427	141,965
Lan Argentina	0	0	57,076	59,622	57,076	59,622	116,698
TACA Peru	0	0	57,375	56,611	57,375	56,611	113,986
Aerovias de Integracion AIRES dba LAN Colombia	0	0	39,848	34,663	39,848	34,663	74,511
Caribbean Airlines Limited CO	0	0	35,684	34,929	35,684	34,929	70,613
EI Al Israel Airlines	0	0	28,801	28,641	28,801	28,641	57,442
SAS Scandinavian Airlines	0	0	26,311	26,471	26,311	26,471	52,782
Fast Colombia SAS dba Viva Air Colombia	0	0	25,915	20,719	25,915	20,719	46,634
Austrian Airlines	0	0	10,760	13,086	10,760	13,086	23,846
OceanAir Linhas Aereas S.A. dba Avianca Brasil	0	0	11,683	5,085	11,683	5,085	16,768
Swift Air LLC	767	374	12,520	354	13,287	728	14,015
American Airlines Inc	0	171	12,507	697	12,507	868	13,375
Generic Cash and GA Account	31	0	3,155	2,677	3,186	2,677	5,863
Concesionaria Vuela Compania de Aviacion SAPI	0	0	2,262	2,039	2,262	2,039	4,301
Eastern Airlines LLC	0	0	2,724	0	2,724	0	2,724
KLM Royal Dutch Airlines	0	0	1,149	1,234	1,149	1,234	2,383
Royal Air Maroc	0	0	1,089	967	1,089	967	2,056
British Airways	0	0	759	703	759	703	1,462
Surinam Airways	0	0	726	703	726	703	1,429
Cayman Airways Ltd	0	0	449	525	449	525	974
Aerovias de Mexico SA de CV	0	0	403	462	403	462	865
Avior Airlines	0	0	835	0	835	0	835
Bahamasair Holdings Ltd	0	0	156	358	156	358	514
WOW Air	0	0	147	298	147	298	445
Air Europa Lineas Aereas SA	0	0	0	440	0	440	440
Frontier Airlines	174	178	0	0	174	178	352
Aer Lingus Limited	0	0	222	81	222	81	303
Eurowings GmbH	0	0	295	0	295	0	295
World Atlantic Airlines	0	0	280	0	280	0	280
Dynamic International Airways LLC	0	0	260	0	260	0	260
ABC Aerolineas S.A. de CV dba Interjet	0	0	113	138	113	138	251
Alitalia-Societa' Aerea Italiana SPA	0	0	0	211	0	211	211
Miami Air International Inc	0	0	140	0	140	0	140
IBC Airways Inc	0	0	30	0	30	0	30
****Concourse J Total****	972	723	2,153,249	2,114,800	2,154,221	2,115,523	4,269,744

CONCOURSE - N/A	DOMESTIC		INTERNATIONAL		TOTAL		TOTAL Passengers
	Arrival	Departure	Arrival	Departure	Arrival	Departure	
Generic Cash and GA Account	2029	1422	6,169	475	8,198	1,897	10,095
****Concourse Total****	2,029	1,422	6,169	475	8,198	1,897	10,095

CONCOURSE - XX	DOMESTIC		INTERNATIONAL		TOTAL		TOTAL Passengers
	Arrival	Departure	Arrival	Departure	Arrival	Departure	
World Atlantic Airlines	9980	7171	1407	2,235	11,387	9,406	20,793
Miami Air International Inc	1854	1331	257	160	2,111	1,491	3,602
Swift Air LLC	703	264	0	210	703	474	1,177
Sun Country Airlines	420	286	0	0	420	286	706
National Jets	4	7	88	63	92	70	162
National Air Cargo Group dba National Airlines	83	0	0	0	83	0	83
Exec Air of Naples	4	4	0	0	4	4	8
****Concourse Total****	13,048	9,063	1,752	2,668	14,800	11,731	26,531

GRAND TOTAL	8,939,516	8,913,113	8,582,169	8,332,466	17,521,685	17,245,579	34,767,264
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CONCOURSE - N/A	DOMESTIC		INTERNATIONAL		TOTAL		TOTAL Passengers
	Arrival	Departure	Arrival	Departure	Arrival	Departure	
Generic Cash and GA Account	2029	1422	6,169	475	8,198	1,897	10,095
****Concourse Total****	2,029	1,422	6,169	475	8,198	1,897	10,095

CONCOURSE - XX	DOMESTIC		INTERNATIONAL		TOTAL		TOTAL Passengers
	Arrival	Departure	Arrival	Departure	Arrival	Departure	
World Atlantic Airlines	9980	7171	1407	2,235	11,387	9,406	20,793
Miami Air International Inc	1854	1331	257	160	2,111	1,491	3,602
Swift Air LLC	703	264	0	210	703	474	1,177
Sun Country Airlines	420	286	0	0	420	286	706
National Jets	4	7	88	63	92	70	162
National Air Cargo Group dba National Airlines	83	0	0	0	83	0	83
Exec Air of Naples	4	4	0	0	4	4	8
****Concourse Total****	13,048	9,063	1,752	2,668	14,800	11,731	26,531

GRAND TOTAL	8,939,516	8,913,113	8,582,169	8,332,466	17,521,685	17,245,579	34,767,264
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2.7 Credentialing (Badging)

Concessionaire shall be subject to all Aviation requirements, TSA, and CBP mandates, pertaining to the issuance of airport identification badges, including: personnel completion of the Security Identification Display Area (SIDA) training conducted by Aviation, and respective background checks required by the TSA and CBP Unescorted Access Privilege Rule. Concessionaire shall be required to conduct background investigations and to furnish certain data on such personnel before issuance of such ID badges, which data may include fingerprinting applicants for such badges. All personnel working need to be badged before work commences. Badges must be displayed at all times. The fee for ID badges/background checks is approximately \$58.00 per applicant.

2.8 Payments to the County

Concessionaire shall provide a monthly payment to the County for the provision of Concierge Services. The monthly payment shall be the greater of either, the Percentage Fee (percentage of gross revenues) or the established Minimum Annual Guarantee (MAG)

A. Minimum Annual Guarantee

As consideration for the privilege to engage in business at MIA, the Concessionaire shall pay a Minimum Annual Guarantee (MAG). The minimum acceptable MAG to be submitted for consideration for award is \$15,000.00.

B. Percentage Fee

Concessionaire shall pay a minimum of seven percent (7%) of all gross revenues generated through MIA transactions, including, but not limited to: website bookings, transportation arrangements, meals, related assistance and support to the customer.

C. Other Payments to the County

Refer to Attachment No. 4, Draft Form of Agreement, Article 3, "Rentals, Payments, and Reports."

I. Annual Rental/Support Space Rental: If the Concessionaire requests rental space, the Concessionaire shall pay the prevailing Class VI Terminal rental rate, currently \$95.00 per sq. ft.

II. Concession Marketing Fee

A concession marketing fee of one half (1/2) of one percent (1%) of Gross Revenues will be assessed annually, to be paid monthly to Aviation, on the twentieth (20th) of the month, beginning on the month following the commencement of Operations. The Concession Marketing Fee shall be used for marketing the concessions at the Airport.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate proposals are not requested or desired.

3.2 Price Schedule (Attachment No. 2)

Proposers shall complete the Price Schedule (Attachment No. 2) and submit it with their proposal.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

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

4.2 Evaluation Criteria

Proposals will be evaluated by a Review Team which will evaluate and rank proposals on criteria listed below. The Review Team will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the or Review Team is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of 1,000 points per Review Team member.

TECHNICAL EVALUATION REFER TO ATTACHMENT NO. 1	
TECHNICAL CRITERIA	POINTS
Proposer's Experience, Qualifications, Capabilities and Past Performance	225
Proposer's Approach to Providing the Services	200
Proposer's Key Personnel and Subcontractors Experience, Qualifications, and Past Performance	100
Proposer's Concierge Program Services	125
Proposer's Financial Capacity to Perform Services	150
TOTAL TECHNICAL EVALUATION POINTS	800
PRICE PROPOSAL EVALUATION	

REFER TO ATTACHMENT NO. 2	
PRICE CRITERIA	POINTS
Minimum Annual Guarantee (MAG) Proposal Maximum Points	100
Percentage of Revenues Fee Proposal Maximum Points	100
TOTAL PRICE EVALUATION POINTS	200
TOTAL MAXIMUM EVALUATION POINTS*	1,000
*Includes the combined total Technical Criteria Points, and the total Price Criteria Points.	

4.3 Oral Presentations

Upon evaluation of the technical criteria indicated above, rating and ranking, the Review Team may choose to conduct an oral presentation with the Proposer(s) which the Review Team deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – “Lobbyist Registration for Oral Presentation” regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Review Team will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Local Certified Veteran Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. “Local Certified Veteran Business Enterprise” or “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 or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a proposal in response to this solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor’s proposal. 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. At the time of proposal submission, the firm 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 Submittal Form.

4.5 Price Evaluation

The County will evaluate the price proposals of those responsive Proposers, as follows:

The Price Proposal will be assigned a maximum of **100 points per each voting Review Team member**. The Price Proposals will be evaluated in the following manner:

4.5.1 Minimum Annual Guarantee (MAG) Evaluation

The MAG Price Proposal will be assigned a maximum of **100 points per each voting Review Team member**. The MAG Price Proposals will be evaluated in the following manner:

- A. The responsive proposal with the highest proposed Minimum Annual Guarantee (“MAG”) will be given the full weight of **100 points** assigned to the Price criterion.
- B. Every other responsive proposal will be given points proportionately in relation to the highest proposed Minimum Annual Guarantee. This point total will be calculated by dividing the Minimum Annual Guarantee of the proposal being evaluated by the highest proposed Minimum Annual Guarantee with the result being multiplied by the maximum weight for price (**100 points**) to arrive at a Price score of less than the full score for the MAG criterion.

Example:

$$\frac{\text{Proposer proposed MAG}}{\text{Highest proposed MAG}} \times 100 \text{ MAG Points} = \text{MAG Price Score}$$

4.5.2 Percentage Fee Evaluation

The Percentage Fee Price Proposal will be assigned a maximum **100** points per each voting Review Team member. The Percentage Fee Price Proposals will be evaluated in the following manner:

- A. The responsive proposal with the highest proposed Percentage Fee will be given the full weight of **100** points assigned to the Price criterion.
- B. 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 price (**100 points**) to arrive at a Price score of less than the full score for the Transaction Fee criterion.

Example:

$$\frac{\text{Proposer proposed Percentage Fee}}{\text{Highest proposed Percentage Fee}} \times 100 \text{ Percentage Fee Points} = \text{Percent Fee Score}$$

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

The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code of Miami-Dade County, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Review Team a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Review Team will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

The Review Team will evaluate, score and rank proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Section 2-8.1.1 of the Code of Miami-Dade County. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted,

or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.9 Contract Award

Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the Code of Miami-Dade County, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The County's anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

5.1 Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>.

5.2 Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Strategic Procurement Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements. Refer to Article 11, of Draft Form of Agreement.

5.3 Inspector General Reviews

In accordance with Section 2-1076 of the Code of Miami-Dade County, the Office of the Inspector General may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

6.0 ATTACHMENTS

6.1 Proposal Submission Package:

Attachment No. 1 – Proposer Information Section

Attachment No. 2 – Price Schedule

Attachment No. 3 - Airport Concession Disadvantaged Business Enterprises (ACDBE) Participation Plan/Provision

Attachment No. 4 – Draft Form of Agreement

6.2 Web Forms:

Submittal Form

Subcontracting Form

Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentation