DEPARTMENTAL INPUT CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

X New contract OTR	<u>co</u> <u>ss</u>	BW Emergency	Previous Contract/Project No. N/A		
Re-Bid Other	I	LIVING WAGE APPLIES: X YESNO			
Project No: RFP-01521 Term of Contract: <u>5 Years</u>					
Project Title: Automated Retail	Vending Machines at Miami	International Airport			
Requisition Number: RQID2000	<u>092</u>				
Description: The purpose of this smachines at Miami International Airpo		ession agreement for Automated F	Retail (non food or beverage) vending		
User Department(s): <u>Miami-Dade C</u>	County Aviation Department				
ssuing Department: <u>Strategic Prod</u>	curement Division Conta	act Person: <u>Jason Edelstein</u>	Phone: <u>305-375-4211</u>		
Estimated Value: \$1,000,000	Funding Source: R	evenue Generating	Revenue Generating: Yes		
]	ANALYSIS			
Commodity/Service No: 165-	92				
Trade/Commodity/Service Opportunities					
Γ					
		ious Purchases For Previous Three (ontract/Purchase with no Previous H			
L	PREVIOUS CONTRACT	2 ND YEAR	3RD YEAR		
Contractor:					
Small Business Enterprise:					
Estimated Value To Date:					
Comments: This vendor defaulted a	Comments: This vendor defaulted and shuttered their business. The previous contract has subsequently been canceled.				
Continued on another page (s):	Yes X No				
	RECOMM	ENDATION:			
Basis of Recommendation:					

Signed: Jason Edelstein Date to SBD: 4-17-2020



REQUEST FOR PROPOSALS (RFP) No. 01521 FOR AUTOMATED VENDING MACHINES AT MIAMI INTERNATIONAL AIRPORT

PRE-PROPOSAL CONFERENCE TO BE HELD:

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Strategic Procurement Division for
The Aviation Department

MIAMI-COUNTY CONTACT FOR THIS SOLICITATION:

Jason Edelstein, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-4211
E-mail: Jason.Edelstein@miamidade.gov

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

The County (the "County"), as represented by the Miami-Dade Aviation Department ("MDAD"), is soliciting proposals from qualified and reputable automated retail vendors to enter into an agreement to install, maintain, manage, and operate Automated Retail Vending Machines ("ARVM") at Miami International Airport ("MIA" or "Airport"). The ARVM's shall offer the sales of high-quality products and merchandise, which are complementary to the existing retail concession services provided at MIA. The product assortments offered through the ARVM's should equal or exceed the reasonable quality and expectations of the products offered at other major retail locations within Miami-Dade County.

NOTE: CAPITAL IMPROVEMENT PROGRAM: The Capital Improvement Program (CIP) involves the refurbishment of terminal interiors, airline relocations, changes in access to the terminal and concourses, construction of new concession Location(s), and other improvements that may affect concession operations in the terminal building and on the concourses and access at the curbside or on the airfield. The CIP may affect the operation of the Location(s), and the department neither makes nor implies any warranties as to the effect of such capital improvement program on said operations during the term and/or any extension of this agreement.

1.2 <u>Term</u>

The County anticipates awarding one (1) non-exclusive Lease and Concession Agreement (Agreement) for a five (5) year term.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:

Pre-Proposal Conference:

Should you need an ADA accommodation to participate in Pre-Proposal Conference (i.e., materials in alternate format, sign language interpreter, etc.), please contact the Aviation Department's ADA Office five days prior to scheduled conference. The ADA Office may be reached by phone at (305) 876-7747 or contact Jessica Marin-Urrea at imarin@miami-airport.com. TTY users may reach the ADA Office by calling the Florida Relay Service at 711

Deadline for Receipt of Questions: TBD

Proposal Due Date: TBD

Evaluation Process: TBD

Projected Award Date: TBD

1.3 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 "Airport Concession Disadvantaged Business Enterprises", or acronym "ACDBE" to mean 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.

Commented [PB(1]: Make sure that every word that you have included in this section are used as part of the RFP. If they are not please remove them.

2. 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.

- 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.
- 4. The word "Airport" or acronym "MIA" to mean Miami International Airport.
- The words "Airport Patron(s)" or "Patron(s)" to mean travelers and the general public that travel to, through or from Miami International Airport.
- 6. The term "ARVM" shall mean Automated Retail Vending Machine(s).
- 7. The word "Board" to mean Board of County Commissioners of Miami Dade Aviation Department
- 8. The term "CBP" shall mean Customs and Border Protection
- The term "Central Terminal" shall mean the area of the terminal building and concourses, within the central part of the terminal area, landside or airside, which is known as Concourses E-G.
- 10. The word "Code" shall mean the Code of Miami-Dade, Florida.
- 11. The word "Concession" to mean the designated location or locations where the Concessionaire's commercial operations take place, such as the Kiosks and fleet vehicles.
- 12. The word "Concessionaire" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation.
- 13. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
- 14. The term "Date of Execution" shall mean the day upon which the Agreement is executed by the Mayor of Miami-Dade County or designee and attested by the Clerk of the Board or designee.
- 15. The term "Days" to mean calendar days, unless specifically stated otherwise.
- 16. The word "Department" or "MDAD" or "Aviation" to mean the Miami-Dade Aviation Department. Wherein in this Solicitation document, rights are reserved to the County, MDAD may exercise such rights.
- 17. The acronym "FAA" shall mean Federal Aviation Administration.
- 18. The words "Gross Revenue(s)" to mean all monies paid or payable to or consideration of determinable value received by the Concessionaire in operation under the Agreement, regardless of when or where the order therefore is received, or the goods delivered, or services rendered, whether paid or unpaid, whether on a cash, credit or rebate basis or in consideration of any other thing of value; provided, however, the term "Gross Revenues" shall not include: (i) any refund given to the customer because of a customer satisfaction issue which must be documented and auditable; or (ii) promotional discount and coupon offers issued to customers as a result of a Departmental approved marketing plan; or (iii) any sums collected for any Federal, State, County and municipal taxes imposed by law upon the sale of merchandise or services. Or taxes imposed by law, which are separately stated to and actually paid by a customer and directly payable by the Concessionaire to a taxing authority and sales refunds.
- 19. The word "Location(s)" to mean the designated area within Miami International Airport Terminals from which the Concessionaire may use for the provision of Services.

20. The words "Minimum Annual Guarantee" or "MAG" to mean the annual amount the Concessionaire shall pay as consideration for the privilege to engage in business at Miami International Airport. This annual amount may be referred to as the "Minimum Monthly Guarantee" or "MMG" when paid on a monthly basis.

- 21. The term North Terminal" shall mean the area of the terminal building and concourses, within the north part of the terminal area, landside or airside previously known as Concourses A-D.
- 22. The words "Percentage Fee of Total Gross Revenue" or "Percentage Fee" to mean the amount paid by the Concessionaire, which is determined by multiplying the total monthly Gross Revenues by the percent as further defined in the Agreement under Article Payment to the County, in the Agreement.
- 23. The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Services.
- 24. 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.
- 25. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Submittal Form, submitting a proposal to this Solicitation.
- 26. The words "Request for Proposals" or "RFP" or "Solicitation" shall mean this Solicitation document and all associated addenda and attachments.
- 27. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the Services to be performed by the Concessionaire
- 28. The term "South Terminal" shall mean the area of the terminal building and concourses, within the south part of the terminal area, landside or airside which is known as Concourses H and J and connecting concession and public locations
- 29. The term "State" shall mean the State of Florida.
- 30. 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.
- 31. 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. Support Space may be located at any point throughout the Airport (post or pre-security).
- 32. 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.
- 33. The term "United States Transportation Security Administration" or "TSA" shall mean the United States Transportation Security Administration, and any successor agency, office or department thereto.
- 34. 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.

1.4 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

Commented [EJ(2]: Added per end user response.

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 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.

1.5 <u>Aspirational Policy Regarding Diversity</u>

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.

1.6 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 <u>prohibits any communication</u> 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 Competitive Selection Committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Outreach and Support Services Section, the responsible Procurement Contracting Officer (designated as the County's contact on the face of the Solicitation), 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 Competitive Selection Committees 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.

1.7 <u>Communication with Competitive Selection Committee Members</u>

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

1.8 Pre-Proposal Conference

It is highly recommended that Proposers attend the pre-proposal conference to become familiar with any conditions which may, in any manner affect the Services to be provided. No additional allowances will be made because of lack of knowledge of these conditions. The pre-proposal conference has been scheduled as follows:

Pre-Proposal Conference will be held at ______ Miami, FL. at _____ Local Time

Proposers shall arrive promptly as the meeting will start on time. Proposers are requested to bring a copy of the solicitation to the pre-proposal conference, as additional copies will not be available. This meeting is exempt from the 'cone of silence', allowing for any questions to be addressed with representatives from Miami-Dade County. This is a public meeting and multiple members of individual community councils may be present. The County is not responsible for any costs incurred by potential Proposers to attend the pre-proposal conference.

1.9 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.

1.10 <u>Lobbyist Contingency Fees</u>

- 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.

1.11 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 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.

1.12 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.

1.13 <u>Labor Peace Requirements</u>

Pursuant to Resolution No. R-148-07, the Proposer shall provide and to the extent that a labor organization(s) seeks to represent the Proposer's employees, 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 MIA. Furthermore, the County has the right, in the event of a labor disruption, to suspend its obligations under the contract while the labor disruption is ongoing and to use alternative means to provide the service that is affected by the labor disruption. In the event a Proposer is unable to reach an agreement with a labor organization regarding the terms of a Labor Peace Agreement, the dispute between the Proposer and the labor organization shall be resolved by expedited binding arbitration in which the decision shall be rendered within ten (10) days of the request for arbitration but no later than five (5) days prior to the date Proposals are due. The Proposer and the labor organization shall equally share the costs of arbitration. The Proposer shall ensure that all sub-tenants also sign a Labor Peace Agreement. If, after reasonable diligence on the part of the Proposer, there are no labor organizations seeking to represent the Proposer's employees, the Proposer will indicate such within their Proposal. In the event a Proposer subsequently learns of a labor union seeking to represent the Proposer's employees after the date Proposals are due, Concessionaire must execute and submit a Labor Peace Agreement as a condition of award.

2.0 SCOPE OF SERVICES

2.1 Background

Miami International Airport (MIA), located on 3,230 acres of land near downtown Miami, is operated by the Miami-Dade Aviation Department (MDAD) and is the property of Miami-Dade County (County). Founded in 1928, MIA now offers more flights to Latin America and the Caribbean than any other U.S. airport, is America's second-busiest airport for international passengers, boasts a lineup over one hundred (100) air carriers, and is the top U.S. airport for international freight. MIA's vision is to grow from a recognized hemispheric hub to a global airport of choice that offers customers a world-class experience and an expanded route network with direct passenger and cargo access to all world regions. Aviation has been a hometown industry in Miami, having started more than 90 years ago.

MIA encompasses over 7.7 million of square feet of space. The Airport's space is allocated as follows:

- North terminal 3.7 million square feet and occupied by American Airlines (One World)
- Central Terminal 2.1 million square feet.
- South Terminal 1.9 million square feet and handles mostly international flights.

The core concessions programs at MIA (Food & Beverage, Retail and Duty-Free units) utilize nearly 271,000 square feet of space throughout the pre- and post-security areas of the North, Central and South Terminals. Commensurate with the cultural and geographic diversity of MIA's international passenger base, the concessions program includes a wide array of brands and concepts including some of the world's leading retailers and restaurants, international and regional brands specifically targeted to the unique makeup of the MIA traveler base and renowned local concepts curated to deliver an authentic expression of the cultural richness of the Miami area.

At approximately 140,000 square/feet, the North Terminal houses nearly 52% of all Food & Beverage, Retail and Duty-Free space at MIA, generating Gross Sales of \$243.3 million or 59% of total concession sales. The Central Terminal contains approximately 70,000 square/feet of concessions space, representing 26% of the overall program square footage generating Gross Sales of \$68.9 million or 17.2% of all sales. The remaining 61,000 square/feet of concessions space, representing 22% of the overall program, is situated within the South Terminal and generates Gross Sales of \$85.0 million or 23.9% of all sales. Additional statistics are provided below.

Among U.S. Airports:		Among Worldwide Airports:	
1 st	International Freight	11 th	International Freight
3 rd	International	41st	International Passengers
	Passengers		
4 th	Total Cargo (Freight +	14 th	Total Cargo (Freight + Mail)
	Mail)		
4 th	Total Freight	12 th	Total Freight
15 th	Total Number of	29 th	Total Number of Operations
	Operations		
13 th	Total Passengers	42 nd	Total Passengers

Passenger Totals	Passenger Averages
Domestic - 23.2 million	Weekday Daily Average: 120,013 passengers
International – 21.9 million	Weekend Daily Average: 127,595 passengers
Total – 45 million	Weekly Average: 854,515 passengers

Commercial Aircraft Movements - 2018	
Domestic - 220,657	
International - 193,068	

2.2 Concession Goals and Objectives

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

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

- Enhance the image of the Airport as a world-class airport.
- Enhance customer service and satisfaction by improving the selection of products and prices.
- · 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.

Commented [EJ(3]: What is the year of these figures provided by MDAD?

2.3 Scope of Services

The Concessionaire will provide, operate and maintain ARVM machines for the convenience and use of the traveling public as well as other Airport Patrons. The Concessionaire shall install, maintain, manage, and operate the ARVM's at its own expense and for no other purpose at the Locations reflected in Section 2.3.C.

The Concessionaire will provide Services to the public three hundred sixty-five (365) days a year, twenty-four (24) hours a day, seven (7) days a week. During the term of the Agreement, all equipment and fixtures, and any other infrastructure on the Airport, necessary and appropriate for the operation of the Concession will be installed, repaired, maintained, replaced, and operated at the Concessionaires' sole expense.

A. PRODUCTS AND BRANDS

Concessionaire shall supply and offer for sale through its ARVMs a variety of products that appeal and satisfy the demands of the Airport patrons. All products offered for sale by Concessionaire through its ARVM's shall be subject to the approval of the Airport as to type, quality and price.

- 1. Concessionaire shall purchase and pay for all products, and services provided for, and utilized in the ARVMs.
- All product change-out (replacement of previously approved products) must be approved by MDAD. The Concessionaire shall submit a written request to the Airport no less than thirty (30) Days for approval.
- The Department shall provide ten (10) Days advance written notice, if Concessionaire is required to remove certain products from its ARVM's.

FOOD AND BEVERAGES SHALL <u>NOT</u> BE PERMITTED TO BE SOLD FROM ANY ARVM PURSUANT TO THIS RFP. NEW PRODUCTS TO BE SOLD IN THE ARVM MAY BE PROPOSED BY THE CONCESSIONAIRE AFTER ONE YEAR OF SERVICES UNDER THE AWARDED AGREEMENT.

B. PRODUCT PRICING

The price of all products offered for sale by Concessionaire through its ARVM's within the Airport shall be clearly marked and displayed within the public view, either on the product packaging or on the ARVM display screen from which the products are sold.

- The Airport's pricing policy requires that Airport prices are within ten percent (10%) of similar facilities within Miami-Dade County. Concessionaire will be responsible for periodically providing product price comparisons to the Airport for similar items at similar facilities to assure compliance with this policy.
- Concessionaire shall request approval from the Airport not less than thirty (30) days in advance of any proposed increase in the sales price of the products offered for sale by Concessionaire through its ARVM's at the Airport.
- 3. All items shall be sold in accordance with the prices approved by the Department.

C. LOCATIONS

The Concessionaire will be required to install fifteen (15) ARVM's in the following Locations (See Exhibit A):

	LOCATION	TERMINAL	SF
1	D-49	North Terminal	32
2	H-11	South Terminal	32
3	D-15	North Terminal	32
4	D-34	North Terminal	32
5	D-37	North Terminal	32
6	D-55	North Terminal	32
7	J-11	South Terminal	32
8	G-15	Central Terminal	32
9	ES-31	E- Satellite	32

Commented [EJ(4]: Are there any items you would like to explicitly prohibit?

Commented [EJ(5]: No less than 30 days from what/when for approval?

Commented [PB(6]: But aren't the products pre-approved? Why would an item be changed out? Why do we only give them 10 days? How about if they pre-purchased inventory.

Commented [EJ(7]: And thereafter, what's the time limit?

Commented [PB(8]: A question should be included as part of the proposal package that will allow the selection committee to evaluate the products, package size and price.

Commented [PB(9]: What will be used as a point of comparison? Other airports or seaport in Miami Dade? Not sure what other similar facilities could be considered, and if these locations already have this services/concession why not access that contract?

Commented [EJ(10]: Willing to add additional locations later possibly? Or include redundancy contract language to do so at MDAD's discretion?

Commented [PB(11]: Is there a map that will be included to show exactly where these will be placed within the identified terminal?

40	J-9	Cauth Tarminal	22
10	J-9	South Terminal	32
11	E-8	Central Terminal	32
12	D-21	North Terminal	32
13	E-9	Central Terminal	32
14	Baggage Claim 5	Baggage Claim Area 1st level	32
15	Baggage Claim 22	Baggage Claim Area 1st level	32
		TOTA	Ţ
			480
			SF

Concessionaire shall not add, remove or relocate any ARVM's at the Airport without the prior written approval of the Department. The Department may, upon thirty (30) calendar days advance written notice, require Concessionaire to remove or relocate any of its ARVM's. Any such ARVM removal or relocation required by the Airport shall be at Concessionaire's sole expense and no adjustments to the MAG will be allowed. All equipment shall be the property of the Concessionaire during the term of the Agreement.

D. EQUIPMENT (ARVMs)

The equipment proposed shall adhere to the following specification

- ARVM dimensions may not exceed the allocated 36 square feet per Location and placement is subject to the approval
 of the Project Manager.
- 2. Combination of two (2) units will not be permitted.
- Features are to include, at a minimum: jam proof dispensing system, high security hardened, stainless steel lock, scratch resistant plexiglass graphics protector.
- 4. Provide protective devices against burglary or vandalism of the ARVMs at its own expense.
- 5. ARVMs must not have any cavities or openings.
- 6. ARVMs shall meet all federal, state and County codes, requirements and regulations.
- 7. ARVM shall have reporting functionalities and capabilities (e.g. paper trail, electronic monitoring, certification from ARVM manufacturer that revenue calculating devices in the ARVM's are tamperproof, etc.) Should the manufacturer of the ARVM's also be the user, an independent (third party) certification that the ARVM's are tamperproof will be required.
- 8. The ARVM's should be made of state-of-the art equipment, integrating the latest technological advances that will allow for system interfacing and include the capacities for remote monitoring, run self-diagnostics, malfunction alerts and resolutions. The ARVM's must provide an intuitive touch screen interface that demonstrates and sells the products.
- All ARVM's shall accept U.S. dollar bills, provide change and accept all major credit and debit cards. Acceptance of electronic payments is also recommended.
- 10. ARVM shall not have any sound producing device as a part of the normal operation thereof.
- 11. Moving or flashing signs are prohibited. ARVM affiliated signage shall only display its identifiable logo; all other advertising on an ARVM'S are prohibited. Any and all signage must have prior written approval from MDAD and is subject to the terms and conditions of the Lease and Concession Agreement.
- 12. ARVMs shall comply with all current and applicable ADA regulations

Commented [PB(12]: How many machines could the County ask the vendor to "remove" and still require that they pay us the MAG? This was a big problem with ATM's want to make sure that we are addressing this concern from the get go.

Commented [EJ(13]: Do machines need to be new?

Commented [EJ(14]: Internal facing camera is ok? Was asked by vendor community.

Commented [EJ(15]: Recommended? Would a requirement suit MDAD better here? Please clarify the answer from the end-user.

E. SERVICE, REPAIR AND MAINTENANCE

ARVMs must be serviced regularly to ensure that ample stock of products is maintained throughout the day. ARVM's shall contain non-re-settable meters that record total sales. The manufacturer of the ARV must provide a certificate verifying that the revenue mechanism creating the reports is tamperproof.

Only a certified company technician may have access to the accounting system and must notify the
Department before servicing or repairing any part of the machine that produces access to the accounting
system.

A copy of transaction report or similar information will need to be submitted with the Concessionaires' monthly payment for verification.

The Department will have the right to inspect the ARV's and to audit the Concessionaire at any time. Any evidence of tampering may lead to termination of the Agreement.

The Concessionaire shall repair and/or replace any ARVM within twenty-four (24) hours after an issue with the ARVM is identified by the Project Manager. The Concessionaire shall bear all costs of any such repairs or replacements.

 If the repair/replacement is not completed to the satisfaction of the County within the period specified, the County may place the Concessionaire on default, and obtain the services elsewhere to correct the deficiencies, and charge the Concessionaire for these costs.

F. UTILITIES

Concessionaire is responsible for bringing in any new power, communications lines and other utilities that may be needed from the nearest available Airport panels/panel room to the ARVM sites, at its sole expense. The Concessionaire shall be responsible for all utility costs for operation of the ARVM's. The Concessionaire shall comply with all applicable building codes and requirements during any construction, remodeling, installation and any other related work. The Concessionaire shall be required to follow County or facility owner guidance with respect to alterations, physical changes and utility connections.

The County will not be liable for temporary interruption thereof on account of breakdown, power failure, scheduled outages or like causes, causing an ARVM to be non-operational.

The County will provide and dispose of containers for trash and recyclable items and shall arrange for pest control services in the Locations. However, any additional pest control services occasioned by failure of the Concessionaire to maintain ARVMs in a clean and sanitary condition shall be charged to the Concessionaire.

G. CUSTOMER SERVICE

ARVM's shall display a company toll-free telephone number, operational 24 hours, seven days a week, to answer questions, resolve complaints, and/or issue refunds. Answering services and/or answering machines are not permitted.

REFUND POLICY. Information about reimbursements for malfunctioning equipment or defective products shall be provided. Proposers shall provide for the County's review and approval a Refund Policy. The approved policy shall be implement and maintain at all times when making refunds to customers who insert money into a machine and due to malfunction, receive no product in return.

H. UNIFORMS

Employees of the Concessionaire shall wear uniforms and properly be badged at all times.

TRANSITION PLAN

The Concessionaire shall submit a Transition Plan including a timeline schedule to the Department, within thirty (30) days of the Date of Execution to ensure a smooth transition from the incumbent. At completion of installation of ARVMs and stocking of products, the Concessionaire shall thoroughly clean up all areas where work has been involved as mutually agreed with the Department. All unusable material and debris shall be removed from the premises.

2.4 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

Commented [PB(16]: This should be a request as part of the proposal information packet

Commented [EJ(17]: Certified by who?

Commented [PB(18]: This information doesn't belong in this section. This is agreement language not RFP language.

Commented [EJ(19]: Would liquidated damages be considered as a middle step or are we just going right to default?

Commented [PB(20]: What are considered scheduled outages?

Commented [PB(21]: When the customer calls or on the machine?

Commented [EJ(22]: Do we have the costs of employee parking, this should be included in the RFP? Vendors would like to include in their pricing considerations.

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 employee biannually.

2.5 Payments to the County

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

1) Minimum Annual Guarantee

As consideration for the privilege to engage in business at MIA, the Concessionaire shall pay a Minimum Annual Guarantee (MAG) of **no less than \$200,000 (subject to this RFP process),** inclusive of the location rental fees, which shall be subject to increases in accordance with Article 3.06, Annual Rental Rate Adjustment of the Agreement. The MAG shall commence upon the Lease Effective Date.

2) Percentage of Gross Revenues Fee

The Concessionaire shall pay a **minimum of twelve percent (12%)** of gross revenues (subject to this RFP process). The monthly percentage fee shall be due on the tenth (10th) day of the month following the month during which the monthly gross revenues were received or accrued. Percentage fees are non-taxable.

3) Support Space Rental Fee

If the Department makes available to the Concessionaire support/storage space outside of the Locations pursuant to Article 1.04, Support Space of the Agreement, the Concessionaire shall pay the prevailing terminal class rates for the lease of said support/storage space. Rental rates are subject to recalculation and adjustment in accordance with the policies and formulae approved by the Board.

4) Construction Permit Fee

The Concessionaire shall pay a permit fee to MDAD in an amount equal to **one percent (1%)** of the cost of the estimated construction costs for improvements, which is due at the time the building permit is issued. Such fee shall be used to reimburse MDAD its costs of maintaining on-site Building Department staff or outside consulting assistance to review the Concessionaire's plans or specification. Such fee is non-refundable.

5) Concession Marketing Fee

The Concessionaire shall be required to pay a concession marketing fee of **one half (I/2) of one percent (1%) of Gross Revenues** will be assessed annually to be paid to the Department monthly, beginning the month following the first Location opening, on the tenth (10th) day of each month to be used for marketing the concessions at the Airport.

3.0 RESPONSE REQUIREMENTS

3.1 <u>Submittal Requirements</u>

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 Proposal Schedule (Attachment No. 2)

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

Commented [PB(23]: Are we requiring this because the firm will need to move the electricity?

Commented [PB(24]: Is this applicable to this contract?

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 Competitive Selection Committee which will evaluate and rank proposals on criteria listed below. The Competitive Selection Committee 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 Competitive Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one thousand (1000) points per Competitive Selection Committee member.

TECHNICAL EVALUATION	
TECHNICAL CRITERIA	POINTS
Proposer's Experience, Qualifications, Capabilities and Past Performance	200
Proposer's Technology and Equipment	250
Proposer's Approach to Providing the Services, including Management, Operations and Maintenance Plans	150
Proposer's Financial Capacity to Perform Financing Services	100
Proposer's Key Personnel and Subcontractors Experience, Qualifications, and Past Performance	100
TOTAL TECHNICAL POINTS	800
PRICE PROPOSAL EVALUATION	
PRICE CRITERIA	POINTS
Proposed MAG Fee	100
Donner d Donner For	100
Proposed Percentage Fee	200
TOTAL PRICE POINTS	200
	1000

4.3 <u>Oral Presentations</u> Upon evaluation of the o

Upon evaluation of the criteria indicated above (Technical and Price), rating and ranking, the Competitive Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee 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 Competitive Selection Committee 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

Commented [PB(25]: This should have the highest # of points.

Commented [PB(26]: What will be used to determine the vendors financial capacity? How will this be evaluated?

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 Submittal Form.

4.5 Price Evaluation

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. 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.

4.5.1 Minimum Annual Guarantee (MAG) Evaluation

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

- The responsive proposal with the highest proposed MAG will be given the full weight of 100 points assigned to the Price criterion.
- 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, per each voting Competitive Selection Committee Member.

Example:

Proposer Proposed MAG Highest Proposed MAG X	100	= Price Score
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4.5.2 <u>Percentage Fee of Total Gross Revenue Evaluation</u>

The Percentage Fee of Total Gross Revenue Price Proposal will be assigned a maximum of 100 points <u>per each voting Competitive Selection Committee Member</u>. The Percentage Fee of Total Gross Revenue will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed Service.

4.6 <u>Local Preference</u>

The evaluation of competitive solicitations is subject to Section 2-8.5 of the 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 Competitive Selection Committee 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 highest ranked local Proposer shall have the opportunity to proceed to negotiations and the Competitive Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.7 Negotiations

The Competitive Selection Committee 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.

4.8 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.

4.9 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

Pursuant to Article XXX "Insurance" of the Agreement, 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.

5.3 <u>Inspector General Reviews</u>

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

Commented [EJ(27]: Pending from Risk.

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 Concessionaire, if applicable.

5.4 Living Wage

Accordance with Section 2-8.9 of the Code of Miami-Dade County, and Administrative Order No. 3-30, as amended is applicable to the Agreement, as per Article 43 of the Agreement.

5.5 Annual Rent Security Deposit/ Performance Bond

In accordance with Sub-Article 3.08 of Agreement, the Concessionaire shall provide the County within thirty (30) days of the Lease Effective Date of this Agreement, a Performance Bond to guarantee payment of the Annual Rent for the Locations, and if any, of rental for the lease of support and storage spaces. The amount of the Performance Bond or other security instrument shall initially be in an amount equal to XXXXXXXXX of the Annual Rent for the Locations, provided for in Sub-Article 3.05, "Annual Rent" of the Form of Agreement.

The Concessionaire shall also provide within thirty (30) Days of the Lease Effective Date of this Agreement, an irrevocable standby letter of credit in the format approved by the Department for the payments required by this Sub-Article in an initial amount equal to twenty-five percent (25%) of the Annual Rent for the Locations, provided for in Sub-Article 3.05 "Annual Rent" of the Form of Agreement.

Thereafter, the amount of the Performance Bond and Payment Security shall be adjusted as necessary to reflect any changes to the Annual Rent.

6.0 ATTACHMENTS

6.1 Proposer Submission Package:

Attachment 1 – Proposer Information

Attachment 2 - Price Proposal Schedule

Attachment 3A – Airport Concession Disadvantaged Business Enterprises (ACDBE) Provisions

Attachment 3B - Airport Concession Disadvantaged Business Enterprises (ACDBE) Participation Plan

Attachment 4 - Draft Form of Agreement

6.2 Web Forms:

Proposal Submittal Form Subcontracting Form Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentation Contractor Due Diligence Affidavit

6.3 Exhibits:

Exhibit A - Locations

Exhibit B – Utility Diagrams

Exhibit C – Historical Concession Trends/ Current Vendor Revenue

Commented [PB(28]: Not sure that this is applicable

Commented [EJ(29]: Sending to Laurie for SBD review.

Commented [PB(30]: Most concession agreements require this security deposit.

Commented [EJ(31]: Missing this attachment