

ISSUING DEPARTMENT INPUT DOCUMENT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

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

Contract
 Re-Bid
 Other – Access of Other Entity Contract
 LIVING WAGE APPLIES: YES NO

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

Requisition /Project Title:

Description:
 Revenue generating concession lease at the Golden Glades Multimodal Transportation Facility. The Facility is located at NW 16000 NW 7th Avenue and includes a recently constructed structure containing approximately 10,050 square feet of enclosed, unfinished ground floor space that is being offered for the proposed concession program. Covered outdoor space in the bus bay area along the north side of the parking garage is also being offered for the location of concessions suitable for this area.

Issuing Department:
 Contact Person:
 Phone:

Estimate Cost:
 Funding Source:

ANALYSIS

Commodity Codes:

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

	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Small Business Enterprise:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contract Value:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Comments:	<input type="text"/>		

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Basis of Recommendation: <input type="text"/>				
Signed: <input type="text" value="Brian Webster"/>		Date sent to SBD: <input type="text" value="4/8/22"/>		
		Date returned to SPD: <input type="text"/>		



**REQUEST FOR PROPOSALS (RFP) No. 02267
FOR
GOLDEN GLADES MULTIMODAL TRANSPORTATION FACILITY CONCESSION PROGRAM**

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Strategic Procurement Division
for
The Department of Transportation and Public Works

MIAMI-DADE COUNTY CONTACT FOR THIS SOLICITATION:

Brian Webster, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
E-mail: brian.webster@miamidade.gov

PROPOSALS DUE:

On the date and at the time specified in BidSync. Check BidSync for potential updates

**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.

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1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 INTRODUCTION

- A. Miami-Dade County, hereinafter referred to as the “County”, as represented the Internal Services Department (ISD) and Miami-Dade Department of Transportation and Public Works (DTPW) is soliciting proposals from experienced and qualified proposers for the implementation, management and operation of a high-quality concession program at the Golden Glades Multimodal Transportation Facility (the “Facility”). The Facility is located at NW 16000 NW 7th Avenue and includes a recently constructed structure containing approximately 10,050 square feet of enclosed, unfinished ground floor space that is being offered for the proposed concession program. Covered outdoor space in the bus bay area along the north side of the parking garage is also being offered for the location of concessions suitable for this area.
- B. Subject to the approval of the Federal Highway Administration (FHWA), the Florida Department of Transportation (FDOT) and the Miami-Dade County Board of County Commissioners (the Board), the County anticipates awarding a lease for the right and obligation to provide the concession program.
- C. The County anticipates awarding a five-year lease with the option to renew for up to three additional five-year terms. The first five-year renewal term shall be automatic providing that the Selected Proposer has developed the concession program as proposed, has performed satisfactorily and remained in compliance with the lease resulting from this Solicitation. The remaining options to renew shall be exercised at the sole discretion of the County.
- D. **The anticipated schedule for this Solicitation is as follows:**

Solicitation Issued:	TBD
Pre-Proposal Conference:	See BidSync for the scheduled date and time
Deadline for Receipt of Questions:	See BidSync for the scheduled date and time
Proposal Due Date:	See BidSync for the scheduled date and time
Evaluation Process:	TBD
Projected Award Date:	TBD

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 “Board” or “Board of County Commissioners” to mean the Miami-Dade County Board of County Commissioners.
2. The words “Concession” to mean a business, located on County operated property that is engaged in the sale of consumer goods or services to the public by the Concession Manager or a Concessionaire under a subcontract with the Concession Manager.
3. The words “Concession Area” to mean the approximately 10,050 square feet ground floor area of a structure within the Golden Glades Multimodal Transportation Facility and covered outdoor space along the north side of the parking structure to be leased to the Concession Manager under the Lease resulting from this Solicitation, as more fully described in Attachment C.
4. The words “Concession Lease” or “Lease” to mean the agreement resulting from this Solicitation.
5. The words “Concession Manager” or “Manager” to mean the entity to which a Lease resulting from this Solicitation is awarded and which will be responsible to complete all work to be done in accordance with the Scope of Services and the terms and conditions of this Solicitation.
6. The words “Concession Program” or “Program” to mean a program for planning, financing, constructing, implementing, managing and operating a concession program within the area offered in this Solicitation.
7. The word “Concessionaire” to mean the entity directly engaged in the sale of consumer goods and services, either by the Concession Manager or under a Subcontract or a Sublease with the Concession Manager.
8. The word “County” to mean Miami-Dade County, a political subdivision of the State of Florida.
9. The words “Date of Award of Lease” to mean the date that the Board of County Commissioners (BCC) approves the Lease resulting from this Solicitation and its award to the Selected Proposer.
10. The word “Day” to mean a calendar day.

11. The words “Federal Highway Administration” or “FHWA” to mean the federal agency within the United States Department of Transportation which provided funding for the acquisition of the land upon which the Golden Glades Multimodal Transportation Facility is located and which retains an interest in that land.
12. The words “Final Proposal” to mean the final document or compilation of documents submitted by a Proposer for analysis before the Evaluation/Selection Committee makes its recommendation.
13. The words “Golden Glades Multimodal Transportation Facility” or “Facility” to mean the entire property on which the Golden Glades Multimodal Transportation Facility is located including all improvements on or within it, including but not limited to, it structures, facilities, systems, equipment, landscaping, hardscaping, walkways, driveways and paved areas as more fully described in Attachment D.
14. The words “General Contractor(s)” to mean the builder(s) of the prime construction contract(s). General Contractor(s) shall be licensed in Miami-Dade County and the State of Florida.
15. The word “Lease” to mean the agreement under which the Concession Area will be leased to a Concession Manager for the implementation and operation of the Concession Program.
16. The words “Lease Year” to mean each twelve-month period starting from the date on which the Lease is effective or, at the discretion of the County, the Lease Year may be determined to be a calendar year.
17. The words “Memorandum of Agreement” or “MOA” to mean the Memorandum of Agreement, dated December 16, 2016 between the Florida Department of Transportation and the County attached hereto as Attachment C.
18. The word “must”, in either capitalized or lower-case form, when used in this Solicitation is intended to always convey a mandate and/or requirement.
19. The words “must not”, in either capitalized or lower-case form, when used in this Solicitation are intended to always convey a prohibition and/or something that is not allowable.
20. The words “Notice to Occupy the Concession Area” to mean authorization for the Concession Manager to start construction/installation of mechanical, electrical and plumbing systems, utility connections, interior finishes and concession facilities.
21. The words “Notice to Proceed” (NTP) shall mean a document issued by the County to initiate the start of the Lease.
22. The words “Project Manager” to mean the Miami-Dade County Mayor or the duly authorized County representative designated to manage the Lease resulting from this Solicitation.
23. The word “Proposal(s)” to mean the properly signed and completed written good faith commitment submitted in response to this RFP, including, if applicable, a Final Proposal.
24. The word “Proposer” to mean the person, firm, entity or organization, as stated on **Form A-1**, submitting a response to this Solicitation.
25. The word “Rent” to mean the rent payment to be paid from the date of, or prior to, the issuance of the Notice to Proceed through the termination date of the Lease resulting from this Solicitation.
26. The words “Scope of Services” to mean Section 2.0 of this Solicitation, which details the work to be performed by the Concession Manager.
27. The words “Selected Proposer” to mean the Proposer selected, in accordance with the provisions of this Request for Proposals, to enter into negotiations with the County.
28. The word “Solicitation” to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
29. The word “shall”, in either capitalized or lower-case form, when used in this Solicitation is intended to always convey a mandate and/or requirement.
30. The words “shall not”, in either capitalized or lower-case form, when used in this Solicitation are intended to always convey a prohibition and/or something that is not allowable.
31. The word “Solicitation” to mean this Request for Proposals document and all associated addenda and attachments.
32. The words “South Florida Business” shall mean a business owned by resident(s) living in Miami-Dade, Broward or Monroe Counties and with headquarters located within these three counties.
33. The words “Subcontract” or “Sublease” to mean an instrument by which less than 100% of the work required under the Lease resulting from this Solicitation is transferred to another entity by the Concession Manager and whereby the Concession Manager retains all obligations under the Lease resulting from this Solicitation.
34. The word “Subcontractor” or “Sublessee” to mean any entity which is granted a Subcontract or a Sublease or its successors or assigns.
35. The words “Treasury” to mean the U.S. Department of the Treasury.
36. The words “Work”, “Services”, “Program”, or “Project” to mean all matters and things that will be required to be done by the Concession Manager in accordance with the Scope of Services and the terms and conditions of this Solicitation and the resulting Lease.

1.3 GENERAL PROPOSAL INFORMATION

- A. 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.
- B. 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 lease substantially in the terms herein. Proposer proposal shall be irrevocable until lease 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 one hundred eighty (180) calendar days after the opening of proposals.
- C. 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, (the "Public Record Law")
- D. 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.
- E. 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 COMPLIANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS

During the performance of the Lease resulting from this Solicitation, the Proposer agrees to comply with all applicable local, state and federal requirements, including but not limited to, the following:

A. Non-Discrimination

In accordance with the Civil Rights Act of 1964 (Title VI, Appendix "C:") and 49 CFR Part 21, the Proposer agrees that (1) no person, on the grounds of race, color, sex or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the Facility or the Concession Program contemplated by this Solicitation, (2) that in connection with the construction of any improvements or facilities done under the lease resulting from this Solicitation and the furnishing of Services thereunder, no discrimination shall be practiced in the selection of employees, subcontractors, or sublessees or by contractors, subcontractors and sublessees, and (3) that the Proposer shall use the Facility in compliance with all other requirements imposed pursuant to 49 CFR Part 21.

Additionally, in compliance with Chapter 11A of the Miami-Dade County Code, the Proposer agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

B. Americans with Disabilities Act of 1990 (and Related Acts) and Miami-Dade County Resolution No. R-385-95

By entering into any Lease resulting from this Solicitation, the Proposer attests that it is not in violation of the Americans with Disabilities Act of 1990 (and Related Acts) or Miami-Dade County Resolution No. R-385-95. If the Proposer or any owner, subsidiary or other firm affiliated with or related to the Proposer is found by the responsible enforcement agency or the County

to be in violation of the Act or the Resolution, such violation shall render any Lease resulting from this Solicitation void. The Lease resulting from this Solicitation shall be void if the Proposer submits a false affidavit pursuant to this Resolution or the Proposer violates the Act or the Resolution during the term of any Lease resulting from this Solicitation, even if the Proposer was not in violation at the time it submitted its affidavit.

1.5 ASPIRATIONAL POLICY REGARDING DIVERSITY

Pursuant to Resolution No. R-1106-15, 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 (the "Code"), 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 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 (the "Board") during any duly noticed public meeting;
- recorded lease negotiations and lease 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 COMMUNICATION WITH COMPETITIVE SELECTION COMMITTEE MEMBERS

Proposers are hereby notified that direct communication regarding this Solicitation, written or otherwise, to individual Competitive Selection Committee Members or, to 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, are prohibited.

1.8 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 lease to provide any goods or services to a public entity; may not submit a proposal on a lease 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 lease 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.

1.9 LOBBYIST CONTINGENCY FEES

- A. In accordance with Section 2-11.1(s) of the Code, 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.

1.10 COLLUSION

In accordance with Section 2-8.1.1 of the Code, where two (2) or more related parties, as defined herein, each submit a proposal for any lease, 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 lease 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 lease. 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 lease resulting from collusive bidding may be terminated for default.

1.11 CONTRACT MEASURES

This Solicitation includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) pursuant to Sections 2-8.1.1.1.1 and 2.1.1.1.2 of the Code as follows:

Set-aside:

This Solicitation is set-aside for SBE's.

Subcontractor Goal:

_____ % SBE subcontractor goal is applicable. The purpose of a subcontractor goal is to have portions of the work under the contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the contract value set out in this Solicitation. Subcontractor goals may be applied to a contract when estimates made prior to Solicitation advertisement identify the quality; quantity and type of opportunities in the contract and SBEs are available to afford effective competition in providing a percentage of these identified services. Proposers shall submit an executed Certificate of Assurance Affidavit at the time of proposal acknowledging the project SBE Measure. After proposals are opened, and prior to a recommendation for award, the Small Business Development Division (SBD) will send a notice to the Proposers directing them to complete the Utilization Plan via the County's web-based, Business Management Workforce System (BMWS), identifying the certified subcontractors to be utilized to meet the subcontractor goal. The Utilization Plan shall specify the scope

of work and commodity code the SBE will perform. The Certificate of Assurance Affidavit and the completed Utilization Plan, submitted via BMWS listing the subcontractors, shall constitute an agreement by the Proposer that the specified work and the percentage of work will be performed by the SBE subcontractor.

The participating SBE firm(s) or joint venture(s) must have a valid Miami-Dade County SBE certification by the Proposal due date and time, as well as meet all other requirements. Additional information regarding Miami-Dade County's Small Business Enterprise Program, including new amendments to the Program, is available on the Small Business Development Division's website <http://www.miamidade.gov/smallbusiness/>

(If Selection Factor, use Section 4.4 and delete above Section 1.11)

1.12 PROPOSAL GUARANTEE

The Proposer must submit a Proposal Guarantee in **the amount of \$50,000** as part of its Proposal submission. The Solicitation number must be referenced on the Proposal Guarantee. A copy of the Proposal Guarantee must accompany the Proposal submitted electronically through the BidSync proposal submission system. The Proposal Guarantee (original document) must be received by Brian Webster, Procurement Contracting Officer, 111 NW 1st Street, 13th Floor, Miami, Florida 33128, between 8 am and 5 pm, and within 48 hours of the Proposal response due date on the cover. Proposal Guarantees not received within 48 hours by the Contracting Officer may render the Proposal non-responsive. Proposal Guarantees must be in the form of a certified check, cashier's check, an irrevocable letter of credit or surety bond payable to Miami-Dade County. Proposal Guarantees will be returned after the Contract is executed, unless returned earlier, at the County's discretion.

1.13 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 at: <http://www.miamidade.gov/procurement/vendor-registration.asp>.

The recommended Proposer shall affirm that all information submitted with its completed Vendor Registration Package is current, complete and accurate at the time it submitted a response to this Solicitation by completing an Affirmation Affidavit form as requested by the County.

1.14 SITE VISITS AND INSPECTIONS

The general Facility is open to the public during normal transit operating hours and may be visually inspected by potential proposers during operating hours, however, the Concession Area is not open and accessible. Site visits to the Concession Area are scheduled to take place immediately following the pre-proposal conference. (See front cover for date, time and place.) Information regarding the Concession Area is included Attachment C of this Request for Proposals and additional information will be available to proposers subject to approval by the County.

1.15 CONCESSION AREA JURISDICTION

The Facility is located in Unincorporated Miami-Dade County and the County retains all regulatory, zoning and permitting responsibilities within Concession Area.

1.16 MIAMI-DADE COUNTY TRANSPORTATION FACILITIES

County operated transportation facilities are critical to the operation of the entire transit system and the manner in which the facilities are developed, used and operated are matters of critical importance to the County. County transit operations must be maintained at all times. Any alteration, relocation, or replacement of transit facilities or impact to such facilities, either temporary or permanent, may be subject to review and approval of County staff and be in compliance with the Miami-Dade Transit Construction Safety Manual, May 2012 (Exhibit D), including the requirement to obtain contractor identification badges, if applicable, or its replacement, as applicable, and may be undertaken only with the express written consent of the County.

2.0 SCOPE OF SERVICES

2.1 INTRODUCTION

- A. Miami-Dade County is seeking proposals from qualified, experienced firms for the purpose of planning, financing, constructing, implementing, managing and operating a high-quality concession program at the Golden Glades Multimodal Transportation Facility (the "Facility") located at 16000 NW 7th Avenue, Miami, Florida. The real property for the Facility was acquired with funding from the Federal Highway Administration (FHWA) and the Facility was constructed by the FDOT and the land and all of its improvements remain under the ownership of the FDOT. However, under a Memorandum of Agreement dated December 16, 2016, (MOA), attached hereto as Attachment C, the FDOT turned over the management and operation of the Facility to the County. That agreement allows the County to lease out portions of the Facility to third parties to generate revenue to contribute to the cost of operating the facility such as the lease contemplated by this Solicitation. Accordingly, the Concession Lease resulting from this Solicitation will be subject to certain federal provisions, the applicable provisions of the MOA and written approval of the FDOT and FHWA.
- B. The Facility is located on approximately 16.15 acres of property. The Facility will be served by Tri-Rail commuter trains, Miami-Dade County and Broward County express and local buses and carpool commuter services. The Facility features a multi-bus terminal with an operators' lounge, a 4,500 square foot transit hub with an enclosed, air-conditioned passenger waiting area, restrooms, bicycle parking areas and lockers and a parking structure containing 2,150 parking spaces. An enclosed area on the ground floor level of the parking structure containing approximately 10,450 square feet and covered outdoor space in the bus bay area along the north side of the parking garage is being offered for the proposed Concession Program (the "Concession Area").
- C. Proposers responding to this Solicitation must have a proven track record of implementing, managing and operating successful, high-quality concession programs on a similar scale as contemplated by this Solicitation. Proposals must offer an appropriate and economically viable mix of Concessions and include no more than eighty percent (80%) Subcontracts or Subleases which offer nationally or widely recognized products and no less than twenty percent (20%) Subcontracts or Subleases to South Florida Businesses. All Services provided under the lease resulting from this Solicitation must be provided by either direct employees of the Selected Proposer or be provided under a Sublease or Subcontract with the Selected Proposer subject to the applicable provisions of the Lease resulting from this Solicitation. Proposals shall offer to design and construct/install the interior finishes of the Concession Area, provide utilities and utility connections, and plan, design, finance, construct, implement, manage and operate a Concession Program which maximizes the use of the available space. Previous experience in successfully implementing and operating similar, concession programs will be a factor in the evaluation of the proposals. The proposer must have the authority to submit the proposal, negotiate and execute the resulting lease. The County will only negotiate and subsequently award a lease under this RFP to the legal entity that submits the proposal.

Concessions may include, but are not limited, to the following:

- Retail
- Food and beverage sales
- Newsstands
- Automated convenience stores
- Vending machines
- Personal services
- Automated teller machines
- Dry cleaning drop-off and pick-up services
- Order pick-up services.

The following products may not be offered for sale:

- Any product or service that cannot be legally sold to minors
- Chewing gum
- Pornography
- Peanuts or nuts in the shell
- Beverages or food in containers that are not designed to effectively prevent accidental spillage
- Weapons or ammunition of any kind including knives and firearms or items that have the appearance of weapons
- Alcoholic beverages

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

2.2 PROJECT OBJECTIVES

The objectives of the County in offering the opportunity to implement the Concession Program are the following:

1. To award a lease to a qualified, experienced provider to plan, finance, construct, implement, manage and operate a comprehensive, financially viable, well-planned, well-designed, well managed and efficiently operated Concession Program based on solid, comprehensive market research and that maximizes the use of the space being offered.
2. To offer high-quality and competitively priced products and services that are particularly appropriate to the traveling public and to the location.
3. A Concession Program which includes no more than eighty percent (80%) Subcontracts or Subleases to Concessionaires which offer nationally and/or widely recognized products and services and no less than twenty percent (20%) Subcontracts or Subleases to South Florida Businesses which will add a "Miami flavor" to the Concession Program. Inclusion of a greater percentage of South Florida Businesses is encouraged and will be taken into consideration in the evaluation of Proposals as noted in Section 4.2 of this Request for Proposals.
4. To consistently provide excellent customer service to its patrons in a safe and secure environment.
5. To enhance the image of the Miami-Dade County through the provision of concession facilities that are well-designed, attractive, well-constructed and well-maintained.
6. To provide excellent maintenance, janitorial and safety and security services within the Concession Area thereby reducing the costs and liabilities associated with those services to the County.
7. To provide a long-term source of revenue to the County.

2.3 JURISDICTION

The Facility is located in Unincorporated Miami-Dade County and the County retains jurisdiction for building, zoning and regulatory approvals, including issuance of building permits, building inspections and issuance of certificates of occupancy.

2.4 CONCESSION AREA

- A. The County is offering approximately 10,450 square feet of enclosed space on the ground floor of the recently constructed parking structure located at the Facility and covered outdoor space in the bus bay area along the north side of the parking garage. Greater details on the area being offered for lease (the Concession Area") are contained in Attachment B of this RFP and the opportunity to visit the location will be provided during the site visit following the pre-proposal conference.
- B. The site is being offered on an "as is" basis. The enclosed portion of the Concession Area contains roughed in future sewer connection points but no interior finishes, no mechanical or security systems and only basic electric and plumbing facilities. The Selected Proposer shall be responsible for all Work required make the area being offered suitable for a Concession Program at its sole expense. Additionally, the Selected Proposer shall be required to provide submetering for electric and water and sewer services.
- C. The Proposer is solely responsible for completing a comprehensive due diligence process regarding area being offered.

2.5 FINANCING

The Selected Proposer shall secure all financing required to completely implement and operate the Concession Program. The Selected Proposer shall submit documentation clearly indicating that the Selected Proposer has sufficient financing to successfully implement and operate the Concession Program as proposed. Should the Selected Proposer fail, for any reason, to secure adequate financing for the Concession Program as described in the proposal submitted in response to this RFP, the County retains the right to terminate any agreement resulting from this Solicitation.

2.6 CONCESSION LEASE

- A. The County intends to award a Concession Lease to the Selected Proposer with an initial term of five years with up to three (3) additional five-year renewal terms. The first renewal term will be automatic if the Selected Proposer has performed satisfactorily, has developed the Concession Program as proposed, has performed satisfactorily and remained in compliance with the Concession Lease resulting from this Solicitation. The second and third renewal terms may be exercised at the sole discretion of the County.
- B. The County reserves the right to determine the form of the Lease and to include standard County clauses and requirements including, but not limited to, indemnification, insurance, bonding requirements and compliance with state, local and federal regulations. The Sample Lease provided in Attachment A to this RFP contains certain standard County requirements, the requirement to comply with applicable federal, state and local laws and regulations, the material requirements of this RFP and such required provisions are not subject to negotiation. However, certain terms and conditions of the Sample Lease which do not conflict with those required provisions may be subject to modification during the negotiation process.2.5

2.7 PAYMENTS TO THE COUNTY

The Selected Proposer shall pay Rent to the County as described below:

- A. Proposers may propose a to defer Rent payments for the period of time required to prepare the Concession Area for operations (Deferred Rent Period) which period shall not exceed six (6) months unless, due to unforeseen conditions or conditions beyond the control of the Selected Proposer, an extension of such period of time is approved in writing by the County. Proposers may propose a graduated monthly Rent amount for the first twelve (12) months following the Deferred Rent Period. Thereafter, an established amount of Annual Rent shall be due on an annual or monthly basis in accordance with the provisions of the Lease resulting from this Solicitation. The Annual Rent shall be adjusted annually to reflect any increase in the Consumer Price Index (CPI).
- B. The first renewal term will be automatic if the Selected Proposer has developed the Concession Program as proposed, has performed satisfactorily and remained in compliance with the Concession Lease resulting from this Solicitation. The second and third renewal terms may be exercised at the sole discretion of the County.
- C. Additionally, if the Selected Proposer has continued to perform satisfactorily, terms and conditions acceptable to both parties are negotiated and agreed to and the County, in its sole discretion, determines that it is in the County's best interest, the Selected Proposer may be offered additional concession opportunities.

2.8 SELECTED PROPOSER'S RESPONSIBILITIES

The Selected Proposer shall be responsible for the following:

1. Effectively financing, implementing, operating and managing a high-quality Concession Program designed to provide products, services and amenities which are attractive to and appropriate for the traveling public.
2. Implementation of the Concession Program which, throughout the term of the lease resulting from this Solicitation, includes no more than eighty percent (80%) Subleases or Subcontracts to businesses which offer nationally and/or widely recognized products and services and no less than twenty percent (20%) Subleases or Subcontracts with South Florida Businesses.
3. The Selected Proposer shall be responsible for all expenses incurred in connection with the proposed Concession Program including all fees imposed in connection with the Concession Program by the State of Florida, the County or any other agency of appropriate jurisdiction.
4. Comprehensive market analysis which supports the proposed Concession Program and the products and services proposed to be offered.
5. Construction, installation and maintenance of all interior finishes.
6. Separately metering electric and water and sewer services and any other applicable services needed to service the Concession Area and Concession Program facilities.
7. All construction and installation activities shall be completed in accordance with the applicable rules, regulations, ordinances and standards required by Miami-Dade County and any other applicable regulatory agency.
8. The Selected Proposer shall obtain certified, experienced and reputable design, engineering and construction services including a general contractor and project manager.

9. Construction and operations may not interfere with County operations or communication systems and all structures must be self-supporting unless written approval by the County is issued.
10. Submission of a project schedule and plan describing in detail the steps necessary to implement a Concession Program. The plan shall include the project schedule for the Concession Program, design and layout of the Concession Program facilities and detailed information regarding the proposed construction and installation of interior finishes of the Concession Area and concession facilities, including but not limited to, construction details of the individual facilities to be subleased to Concessionaires, HVAC equipment, utility connections, communication systems and security systems. The project schedule and plan must be approved by the County.
11. At its sole cost and expense, applying for, obtaining and maintaining any and all required permits, licenses and approvals.
12. Provision of payment and performance bond as described in Section 1.13 above.
13. Maintaining all required insurance coverages.
14. Provision and maintenance of all utility, communication and security equipment and connections.
15. Provision of all maintenance, pest control, trash removal, safety and security and all other services required to maintain the Concession Area in a well-maintained, clean and safe condition in compliance with all applicable federal, state and local laws, rules, ordinances and regulations and the agreement resulting from this Solicitation.
16. Provision and maintenance of all fixtures and equipment necessary for implementation and operation of the Concession Program.
17. Developing Subcontracts and/or Subleases which will be used in the Program and which shall be subject to written approval by the County and FDOT.
18. Submission of status reports to the County regarding the program development on a monthly basis, or more frequently, if required by the County.
19. Commencement and implementation of the program in a timely manner.
20. Effectively marketing and promoting the Concession Program through a comprehensive marketing plan.
21. Implementing an effective, comprehensive Quality Control Program which includes, but is not limited to, monitoring and enforcement of Subcontract and/or Sublease provisions, enforcement of high customer service standards, pricing guidelines, adherence to high standards of facility maintenance and repair, effective safety and security standards, adherence to applicable regulatory requirements and a customer complaint resolution program. The plan must include effective background checks on all potential Concessionaires and their employees and provisions for rejecting and terminating Concessionaires and employees that may present a safety or security risk to the County, its patrons, employees or members of the public. The plan must be approved in writing by the County.
22. Submission of plan(s) to mitigate any disruption to transit operations and/or impacts to transit facilities, if applicable. The plan(s) must be approved in writing by the County prior to commencement of any work that may impact transit operations and/or transit facilities. Any damage or impacts to transit systems and/or facilities resulting from activities undertaken or authorized by the Selected Proposer must be immediately remediated at the Selected Proposer's sole expense.
23. All costs associated with the alteration, relocation, or replacement of County facilities, either temporary or permanent, if applicable. Any measures required to maintain transit operations during implementation shall be at the sole cost of the Selected Proposer.
24. Certain construction and installation activities or activities which may potentially impact County facilities or operations may require the use of Department of Transportation and Public Works (DTPW) employees to monitor and coordinate such activities. The Selected Proposer shall be responsible for all costs incurred in the provision of such monitoring and coordination activities.
25. Prior to commencement of any activities on County property the Selected Proposer's designated Project Manager and its Subcontractors and/or Sublessees, as determined appropriate in the sole discretion of the County will be required to meet with County staff to provide relevant information and to coordinate related activities. Such meetings will be required as frequently as deemed appropriate by the County.
26. Maintaining required records and timely providing all required reports to the County.

2.9 FDOT AND FHWA REQUIREMENTS AND APPROVALS

The Concession Program contemplated by this solicitation will be conducted within facilities owned and constructed by the Florida Department of Transportation (FDOT) on property acquired with funding from the Federal Highway Administration (FHWA). Accordingly, award of any agreement subsequent to this RFP may be subject to approval from the FDOT and the FHWA.

3.0 RESPONSE REQUIREMENTS

Submittal Requirements

- A. 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.
- B. 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.

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 executives, professionals and subject matter experts within the County or from private or non-profit sectors, other governmental/quasi-governmental organizations, and retired executives 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.

<u>Technical Criteria</u>	<u>Points</u>
A. <u>Approach to Concession Program</u> Proposer's approach and methodology to providing the services defined by the Scope of work.	220
B. <u>South Florida Business and Certified Small Business Participation</u> Proposer's Program which includes more than 20% of Subcontractors/Sublessees that are South Florida Businesses. (80 points)	100
Proposer's Program which includes more than ten percent (10%) participation of Miami-Dade County Certified Small Business Enterprises. (20 points)	
C. <u>Relevant Experience of Development Team</u> Proposer's relevant experience, qualifications, and past performance in implementing and operating similar programs.	220
D. <u>Financial Viability</u> Proposer's Financial Strength and/or Capability to Secure Financing.	220
E. <u>Benefits to the County</u> Proposer's offer of financial benefits, if any, other than rent payments.	20
 <u>Financial Criteria</u>	 <u>Points</u>
F. <u>Proposal Price Schedule</u> Proposer's offer to the County, in accordance with Attachment B, <i>Proposal Price Schedule</i> .	220
Total:	1000

Any Proposer, whether a joint venture or otherwise, may proffer the experience or qualifications of its corporate parent, sister, or subsidiary (collectively “an Affiliated Company”). However, given the unique nature of individual corporate relationships, Proposers seeking to rely on the experience or qualifications of an affiliated company are advised that the Competitive Selection Committee shall have the discretion to determine what weight, if any, it wishes to give such proffered experience or qualification on a case-by-case basis. Competitive Selection Committee may base such decision on the particulars of the relationship between the Proposer and the affiliated company, as evidenced by the information and documentation provided in the Proposer Information Section, during Oral Presentations, or otherwise presented at the request of the Competitive Selection Committee.

4.3 ORAL PRESENTATIONS

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 “Lobbyist Registration Affidavit” regarding registering speakers in the proposal for an oral presentation and/or recorded negotiation meeting or sessions). 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 SELECTION FACTOR

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer’s proposal. Pursuant to Sections 2-8.1.1.1 and 2-8.1.1.2 of the Code, Proposer shall have all the necessary licenses, permits, registrations and certifications, to include SBE certification, to perform a commercially useful function in the provision of the type of goods and/or services required by this Solicitation. For certification information, contact Small Business Development Division at (305) 375-2378 or visit <http://www.miamidade.gov/smallbusiness/>.

The SBE must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE Program during the contract term may remain on the contract.

Any Proposer may enter into a Joint Venture with a Small Business Enterprise firm for the purposes of receiving an SBE Selection Factor. Joint Ventures will be considered as one entity by the County during the evaluation of the proposal in response to this Solicitation. Joint Ventures must be pre-approved by Small Business Development and meet the criteria for the purposes of receiving an SBE Selection Factor pursuant to this Section.

OR

A Selection Factor is not applicable to this Solicitation.

OR

(If no points are assigned to evaluation criteria, include the following in addition to above paragraph):

Whenever there are two best ranked proposals that are substantially equal and only one of the two so ranked proposals is submitted by a Proposer entitled to a selection factor, the selection factor shall be the deciding factor for award.

4.5 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. “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 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.

4.6 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 lease as may be in the best interest of the County.

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 better offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests better 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 lease, 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 lease 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 Non-Collusion Affidavit, in accordance with Section 2-8.1.1 of the Code. (If a Proposer fails to submit the required Non-Collusion Affidavit, said Proposer shall be ineligible for award). Attendees actively participating in negotiation with Miami-Dade County shall be listed on the Lobbyist Registration Affidavit or registered as a lobbyist with the Clerk of the Board.

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

1. 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.
2. 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.
3. Disclosure of any lawsuits which include allegations of discrimination in the last ten years prior to date of solicitation, the disposition of such lawsuits, or statement that there are NO such lawsuits, in accord with Resolution No. [R-828-19](#).

4.8 CONTRACT AWARD

Any proposed lease (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 may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the Code, as amended, and as established in Implementing Order No. 3-21.

5.0 PROPOSAL SUBMISSION REQUIREMENTS

5.1 APPROACH TO CONCESSION PROGRAM

1. Provide an executive summary describing the Proposer's general approach to planning, financing, implementing, managing, operating and marketing for the Program for the Golden Glades Multimodal Transportation Facility, herein after referred to as "Program". All references to "contract" shall mean "lease".
2. Provide a description of the proposed Program and describe in detail how it will meet the approach and methodology to providing the Services as defined by Section 2 of this RFP, Scope of Services. Include the following:
 - Concept plans showing the proposed layout of the Concession Area.
 - Conceptual drawings of the proposed interior finishes and concession facilities.
 - Detailed information regarding the design, construction/installation methods and materials to be used in providing the interior finishes to the Concession Area and the Concession facilities.
 - Describe the plan for obtaining all required approvals and permits.
 - Describe the products and services to be offered. Include market research and analysis which supports the appropriateness of the proposed selection of products and services.
 - Provide the proposed Subcontracts/Subleases between the Concession Manager and Concessionaires and any other service providers including but not limited to, maintenance and repair providers, janitorial service providers, trash removal providers, pest control service providers and security service providers.
 - Describe the Concession Area maintenance plan, including but not limited to, maintenance and repair of interior finishes, facilities and equipment, pest control, trash removal and janitorial services.
 - Provide a description of all security systems, equipment and services to be used to provide security within the Concession Area.
 - Provide a detailed description of all policies, procedures and guidelines that will be put into effect to ensure that the Program implemented and operated will consistently provide excellent customer service and offer competitively priced, high-quality products and services appropriate to the traveling public in a safe and secure environment.
 - Provide a description of the quality control procedures to be implemented for the proposed Program. Quality Control Program procedures must include, but are not limited to, the following:
 - Describe methods and procedures to be used to monitor the performance of product and services providers including adherence to subcontract provisions, enforcement of design standards, pricing guidelines, operating hours, staffing, facility cleanliness, maintenance and compliance with all applicable regulatory requirements.
 - Describe the procedures to be used in performing background checks on all persons who will be interacting directly with concession patrons.
 - Describe procedures to be used to ensure high quality customer service. Include customer service standards, policies and procedures, including monitoring and enforcement procedures for handling issues such as exchanges and refunds, customer complaints and accepted methods of payment.
 - Describe procedures to be used to ensure high standards of maintenance and cleanliness.

- Describe procedures to be used to ensure the safety and security of concession employees and patrons.
3. Provide a detailed marketing plan to promote the Program. Include samples of advertisements and promotional materials.
 4. Provide a Program schedule from award of Lease to full implementation identifying key tasks and duration of each including, but not limited to, design and construction and/or installation of facilities, subcontracting, training of product and service providers and marketing activities.
 5. Describe any impacts that the Program will have on any Golden Glades Multimodal Transportation Facility and operations.
 6. Describe the Proposer's methodology in obtaining building permits, licenses and regulatory approvals.
 7. Describe any sustainable practices to be incorporated in the Program.

5.2 SOUTH FLORIDA BUSINESS AND CERTIFIED SMALL BUSINESS PARTICIPATION

8. Identify the percentage of South Florida Business and South Florida Businesses and Miami-Dade County Certified Small Business Enterprises to be included in the Program. Identify the business names of these entities and the goods and services they will provide. Describe the methods to be used to ensure the Program will provide an appropriate and economically viable mix of these businesses throughout the term of the lease.

5.3 RELEVANT CORPORATE EXPERIENCE AND EXPERIENCE OF KEY PERSONNEL

9. State the number of years that the Proposer has been in existence, the current number of employees and the primary markets served.
10. Provide a history of the Proposer's background and experience in planning, implementing, managing, and operating programs similar to the Program contemplated by this Request for Proposals.
11. Provide detailed information on Proposer's involvement in comparable programs, either current or within the past five years. The information should include a detailed description and location of the Program, the total dollar value and any other partners or entities involved in the project.
12. Provide a detailed description of three (3) comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three (3) years. In lieu of the comparable contracts from the Proposer, the County will consider the contractual experience from Proposer's proposed Subcontractor or proposed key personnel, in accordance with Resolution No. 1122-21. The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer/key personnel/Subcontractor was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).
13. List all contracts, if any, which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such, the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.
14. Describe Proposer's past experience in obtaining the necessary permits, licenses and approvals from applicable government authorities.
15. Provide any other information demonstrating the Proposer's ability to implement and operate the Program as proposed.
16. Provide an organization chart showing all key personnel, including their titles, to be assigned to the Program. The chart must clearly identify the Proposer's employees and those of other program team members, and Subcontractors/Sublessees. Identify functions to be performed by each person. Key personnel include all partners, managers, seniors and other professional staff that will perform Work and/or Services for the Program.
17. Attach resumes for all key personnel. The resume should accurately describe each person's experience, education and qualifications including experience in previous programs.
18. Identify the Proposer's project manager that will be responsible for the Program (at each phase, if applicable) and contact information including address, phone number and e-mail address.
19. List and describe all bankruptcy petitions (voluntary or involuntary) which has been filed by or against the Proposer, its parent or subsidiaries, predecessor organization(s), or any wholly-owned subsidiary during the past three (3) years. Include in the description the disposition of each such petition.

20. Identify any past and/or ongoing litigation, and any known potential litigation with Miami-Dade County.
21. Identify any past and/or ongoing litigation and any known potential litigation that may negatively impact the Proposer's ability to finance the Program.
22. List any projects on which the Proposer, its parent(s), or any member of the Program team has defaulted. Explain the circumstances of such default(s).
23. List any criminal indictments and felony or fraud convictions of Proposer, its parent(s), or any member of the Program team or any principal of any of those entities.
24. Identify any debarments for government contracts by Proposer, its parent(s), or any member of the Program team or any principal of any of those entities.

Note: After proposal submission, but prior to award of any contract or lease resulting from this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

5.4 FINANCIAL VIABILITY

25. Provide a financial plan which includes, at minimum, an annual cost estimate to completely implement and operate the Program over a 10-year period. Identify the source of funds to be used to finance the Program.
26. Provide a good faith estimate, based on market research, of the expected annual gross receipts to be derived from the proposed Program for a 10-year period.
27. Provide documentation which clearly demonstrates the Proposer's financial strength and ability to implement and operate the proposed Program. Such documentation may include the Proposer's most recent certified financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period with a statement, in writing signed by a duly authorized representative, stating that the present financial conditions are 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 statements. If certified financial statements are not available, provide latest available financial statements (balance sheet and income statement) and letters of credit available from accredited financial institutions accompanied by a letter authoring each credit reference to respond to inquiries from Miami-Dade County. Any other relevant documentation may also be included

5.5 BENEFITS TO THE COUNTY

28. Describe in detail financial benefits, if any, other than rent payments and assuming responsibilities for the provision of maintenance, janitorial and security services in the Concession Area, which will accrue to the County as a result of the proposed Program. Such financial benefits could include, but not be limited to, maintenance of other County facilities within the Golden Glades Multimodal Facility. If proposed, such benefits should be described in detail and quantified.

5.6 PROPOSAL PRICE SCHEDULE

29. In accordance with Attachment B, *Proposal Price Schedule*, the Selected Proposer shall pay Rent to the County as described below.
 - a) Proposers may propose to defer rent payments for the period of time required to prepare the Concession Area for operations (Deferred Rent Period), which period shall not exceed six (6) months unless, due to unforeseen conditions or conditions beyond the control of the Selected Proposer, an extension of such period of time is approved in writing by the County. Proposers may propose a graduated monthly Rent amount for the first twelve (12) months following the Deferred Rent Period. Thereafter, an established amount of Annual Rent shall be due on an annual or monthly basis in accordance with the provisions of the Lease resulting from this Solicitation. The Annual Rent shall be adjusted annually to reflect any increase in the Consumer Price Index (CPI), in accordance with Section 3.2, *Consumer Price Index Adjustment*, of the Draft Lease Agreement (Attachment A).
 - b) The first renewal term will be automatic if the Selected Proposer has developed the Program as proposed, has performed satisfactorily and remained in compliance with the Concession Lease resulting from this Solicitation. The second and third renewal terms may be exercised at the sole discretion of the County.

- c) Additionally, if the Selected Proposer has continued to perform satisfactorily, terms and conditions acceptable to both parties are negotiated and agreed to and the County, in its sole discretion, determines that it is in the County's best interest, the Selected Proposer may be offered additional concession opportunities.

5.7 EXCEPTIONS

Clearly state if Proposer is proposing to take any exceptions to the terms of this solicitation. If so, explain in detail what alternative is being offered.

6.0 TERMS AND CONDITIONS

The County's **Draft Lease Agreement** is attached. Proposers should review the document in its **ENTIRETY**. The Draft Lease Agreement shall serve as the baseline document for purposes of negotiations as outlined in Section 4.8. The County does not anticipate executing any separate agreements or contractual documents provided by Proposers or third parties. Proposers are to complete Attachment J (Exceptions Table) of Section 5, *Proposal Submission Requirements*, to specifically delineate any deviations, changes, additions, deletions, or other modifications to be discussed should the Proposer be selected to participate in the negotiation process. Only those exceptions specifically delineated in Attachment J (Exceptions Table) shall be considered by the County during the negotiation process.

7.0 ATTACHMENTS

7.1 PROPOSAL SUBMISSION PACKAGE:

Web Forms – Proposal Submittal Form, Fair Subcontract Practices Affidavit, Subcontractor Listing, Lobbyist Registration Form, and Contractor Due Diligence Affidavit

7.2 ATTACHMENTS TO THE RFP:

- A. Draft Lease Agreement
- B. Proposal Price Schedule
- C. Concession Area
- D. Golden Glades Multimodal Transportation Facility Site
- E. Miami-Dade Transit Construction Safety Manual