

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

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

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

Requisition No./Project No.: RQAV2000016
 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: CHECK CASHING SERVICES AT MIAMI INTERNATIONAL AIRPORT

Description: The County is seeking to award one (1) agreement to a reputable check cashing operator for the installation, management, operation and maintenance of Check Cashing Services at Miami International Airport.

Issuing Department: ISD
 Contact Person: Hendry Lopez
 Phone: 305-375-3803

Estimate Cost: \$250000.00

Funding Source: GENERAL
FEDERAL
OTHER Revenue

ANALYSIS

Commodity Codes:	905-33	600-35	946-25	946-29	946-49
Contract/Project History of previous purchases three (3) years Check here <input checked="" type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>		
Contractor:					
Small Business Enterprise:					
Contract Value:					
Comments:					

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				

Basis of Recommendation:

Signed: Hendry Lopez	Date sent to SBD: 09.07.2020
	Date returned to SPD:



**REQUEST FOR PROPOSALS (RFP) No. 01520
FOR
CHECK CASHING SERVICES AT MIAMI INTERNATIONAL AIRPORT**

PRE-PROPOSAL CONFERENCE TO BE HELD:

TBD

ISSUED BY MIAMI-DADE COUNTY:

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

MIAMI-COUNTY CONTACT FOR THIS SOLICITATION:

Hendry Lopez, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-3801
E-mail: Hendry.Lopez@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 seeking to award one (1) agreement to a reputable check cashing operator for the installation, management, operation and maintenance of Check Cashing Services at Miami International Airport ("MIA" or "Airport"). The Concessionaire shall provide check cashing services to Airport users, including passengers.

1.2 Term

The County anticipates awarding a contract 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 Internal Services Department's ADA Office five days prior to scheduled conference to initiate your request. The ADA Office may be reached by phone at (305) 876-7747 or contact Jessica Marin-Urrea at jamarin@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 and Acronyms

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.
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.
3. 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 "**MIA**" shall mean Miami International Airport.

5. The words “**Aviation**”, “**Department**”, or “**MDAD**” to mean Miami Dade Aviation Department.
6. The word “**Board**” to mean Board of County Commissioners of Miami-Dade County.
7. The term “**CBP**” shall mean U.S. Customs and Border Protection
8. The term “**CCO**” to mean Check Cashing Operation.
9. The word “**Code**” shall mean the Code of Miami-Dade, Florida.
10. The word “**Concession**” to mean the designated Location or Locations where the Concessionaire’s commercial operations take place.
11. The word “**Concessionaire**” to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation.
12. The word “**County**” to mean Miami-Dade County, a political subdivision of the State of Florida.
13. The term “**Days**” to mean calendar days, unless specifically stated otherwise.
14. The word “**Department**” or “**Aviation**” or “**MDAD**” to mean the Miami-Dade Aviation Department. Wherein in this Solicitation document.
15. 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.
16. The word “**Location(s)**” to mean the designated area within Miami International Airport from which the Concessionaire may use for the provision of Services.
17. The word “**Patron**” or “**Patrons**” to mean visitors to the Airport who will receive services from the Concessionaire.
18. The words “**Percentage of Gross Revenue**” or “**Percentage Fee**” to mean the percentage of all revenues generated by the Concessionaire and authorized third-party entities arising out of, or relating to the provision of all items or activities for which a price, charge, trade/barter or fee or mark-up or service charge of any kind is imposed, as well as all revenues or other considerations charged for or received by the Concessionaire, as herein or otherwise defined by the Project Manager and paid by the Concessionaire to the County.
19. The words “**Project Manager**” to mean the County Mayor or the duly authorized representative designated to manage the Services.
20. The word “**Proposal**” to mean the properly signed and completed written good faith commitment by the Proposer submission in response to this Solicitation or the Services, and as amended or modified through negotiations.
21. The word “**Proposer**” to mean the person, firm, entity or organization, as stated on the Submittal Form, submitting a proposal to this Solicitation.
22. The words “**Request for Proposals**” or “**RFP**” shall mean this Solicitation document and all associated addenda and attachments.

23. The words “**Scope of Services**” to mean Section 2.0 of this Solicitation, which details the Services to be offered by the Concessionaire.
24. The word “**Solicitation**” to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
25. 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.
26. 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.
27. 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.
28. The term “**TSA**” shall mean the United States Transportation Security Administration, and any successor agency, office or department thereto.
29. 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 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 **Aspirational Policy Regarding Diversity**

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

1.6 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 prohibits any communication regarding this RFPs 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 Review Team.

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 the Review Team during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any County employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

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

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

1.7 Communication with Review Team Members

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

1.8 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, _____ (local time) at

**_____,
Miami, Florida 33166**

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 Lobbyist Contingency Fees

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

1.11 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 interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.12 Expedited Purchasing Program

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

1.13 Labor Peace Requirements

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.

1.14 Contract Measures Airport Concession Disadvantaged Business Enterprises (ACDBE)

As used in this Solicitation, the term “Airport Concession Disadvantaged Business Enterprises (ACDBE)” means a small business concern, which (a) is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it as set forth in 49 CFR Part 23, Code of Federal Regulations. It is the policy of MDAD that ACDBE’s shall have the maximum practical opportunity to participate in the performance of County agreements.

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

2.0 SCOPE OF SERVICES

2.1 Background

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.

Passenger Totals 2019	Passenger Averages
Domestic - 23.5 million	Weekday Daily Average: 112,841 passengers
International – 22.4 million	Weekend Daily Average: 129,421 passengers
Total – 45.9 million	Weekly Average: 867,074 passengers

Commercial Aircraft Movements – 2019
Domestic – 223,123
International – 191,277

MDAD is in the planning stages of the Capital Improvement Program (CIP) as well as a Central South Terminal solicitation. These programs will involve the refurbishment of terminal interiors, airline relocation, changes in access to the terminal and concourses, construction of new concession Location, 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 and the Central South Terminal solicitation may affect the operation of the Location(s), and the **Department neither makes nor implies any warranties as to the effect of such programs on said operations during the term and any extension of the resulting agreement.**

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.

2.3 **Scope of Services**

The Concessionaire shall install, maintain, manage and operate a Check Cashing Operation (CCO) at the Location reflected in Exhibit A for the convenience and use of the employees, traveling public, and other Airport patrons. The Concessionaire will provide the agreed upon services to the public three hundred sixty-five (365) days a year. Any costs to install, maintain, manage and operate the Location as well as all equipment and fixtures, and any other infrastructure on the Airport, necessary and appropriate for the operation of the Concession, will be borne by the Concessionaire. Anticipated services may include but are not limited to;

- Check Cashing
- Bill Payments
- Money Orders
- Cashier's Checks
- Postal Stamps
- Prepaid Credit Cards
- Notarization
- Transportation passes: for example, Metrorail, Brightline, bus passes.
- Fax-transmission services
- Payday loans (cash advances, small, short-term loans)
- Tax Preparation Services

Note: The sale of lottery tickets, SIM cards, prepaid phone cards, foreign currency exchange services and insurance policies shall not be allowed.

2.4 **Minimum Requirements**

1. Proposer must be authorized and licensed to operate a CCO in the State of Florida pursuant to F.S. Chapter 560.

2.5 **Payments to the County**

A. **Percentage of Gross Revenues**

The Concessionaire shall pay a minimum of twelve percent (12%) of gross revenues (subject to this RFP process) for the term of the Agreement. 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.

B. Annual Rent

The Concessionaire shall pay the prevailing Class VI terminal rates (the “Annual Rent”), for the lease of the Location for the space occupied by the CCO, upon Beneficial Occupancy of the location. The terminal Class VI rental rate is currently at \$95.00 per square foot and is based on rates in effect as of October 1, 2019, adjusted annually and approved by the Board of County Commissioners.

2.6 Credentialing (Badging)

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

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

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

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

3.2 Price Proposal Schedule (Attachment 2)

Proposers shall complete the Price Proposal Schedule (Attachment 2) and submit it with their proposal.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

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

4.2 Evaluation Criteria

Proposals will be evaluated by a Review Team which will evaluate and rank proposals on criteria listed below. The Review Team will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Review Team 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 Review Team member.

TECHNICAL EVALUATION	
TECHNICAL CRITERIA	POINTS
Proposer’s Experience, Qualifications, Capabilities and Past Performance	250
Proposer’s Technology and Equipment	200

Proposer's Approach to Providing the Services, including Management, Operations and Maintenance Plans	150
Proposer's Financial Capacity to Perform Financing Services	150
Proposer's Key Personnel and Subcontractors Experience, Qualifications, and Past Performance	50
Community Financial Services Association of America Federation Certification	
TECHNICAL POINTS TOTAL	800
PRICE PROPOSAL EVALUATION	
PRICE CRITERIA	POINTS
Proposed Percentage Fee Attachment 2	200
POINTS TOTAL PRICE	200
POINTS TOTAL OVERALL	1000
*Includes the combined total Technical Criteria, and total Price Criteria Points per each <u>voting Review Team member</u> .	

4.3 Oral Presentations

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

4.4 Local Certified Veteran Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a proposal in response to this solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference. At the time of proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the 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.

4.6 Local Preference

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 Review Team a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by

said non-local Proposer, then the highest ranked local Proposer shall have the opportunity to proceed to negotiations and the Review Team will recommend that a contract be negotiated with said local Proposer.

4.7 **Negotiations**

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

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

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

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

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.
- c) 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 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 **Inspector General Reviews**

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

5.4 **Living Wage**

In 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 XXXXXXXX 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 3 – Draft Form of Agreement
- Attachment 4 – Airport Concession Disadvantaged Business Enterprises (ACDBE) Provision
- Attachment 5 – Airport Concession Disadvantaged Business Enterprises (ACDBE) Participation Plan

6.2 **Exhibits:**

- Exhibit A – Location

6.3 **Web Forms:**

- Proposer Submittal Form
- Subcontracting Form
- Contractor Due Diligence Affidavit – COVID 19
- Affidavit - Lobbyist Registration for Oral Presentation