

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New OTR Sole Source Bid Waiver Emergency

Previous Contract/Project No.

N/A

Contract

Re-Bid Other
(LEGACY)

LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: **RQAV2000026**

TERM OF CONTRACT **10 Years**

Requisition /Project Title: Motorsport Facility at Opa-Locka West Airport

Description: The County is seeking to award a Lease and Development Agreement for a motorsport facility at the Opa-Locka West Airport. Services provided may include drag racing, motocross, and ATV trails.

Issuing Department: **AV**

Contact Person: **Tiondra Wright**

Phone: **305-869-1596**

Estimate Cost: **\$1,000,000**

GENERAL FEDERAL OTHER

Revenue

Funding Source: **Generating**

ANALYSIS

Commodity Codes: **07020** **07018**

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

EXISTING

2ND YEAR

3RD YEAR

Contractor:

Small Business Enterprise:

Contract Value: \$

Comments:

Continued on another page (s): Yes No

RECOMMENDATIONS

SBE Set-aside Sub-contractor goal Bid preference Selection factor

Basis of recommendation:

Signed: Phillip A. Rincon

Date sent to SBD: 06/10/2020

Date returned to DPM:

**LEASE, DEVELOP AND OPERATE AVAILABLE LAND AS A RECREATIONAL
MOTORSPORT FACILITY AT THE DECOMMISSIONED OPA-LOCKA WEST
AIRPORT**

1.0 SCOPE OF SERVICES

Miami-Dade County (the “County”), as represented by the Miami-Dade Aviation Department (“Department”), requests services of one (1) qualified firm (“Lessee”) to finance, develop, lease and operate available land at the decommissioned Opa locka West Airport (“Premises”) for Recreational Motorsport use for an interim period. The selected Proposer would enter into a lease agreement with the Department. The Department’s goal is to have a Lessee who provides a high level of service to the public while leasing the Premises and provide motorsport and related activities in a fiscally responsible manner that improves the Premises as a community resource for the benefit of the community.

2.0 BACKGROUND

The Premises is located at the intersection of US Route 27 (Okeechobee Road) and Krome Avenue, just south of the Miami-Dade/Broward county line. It is part of Folio # 30-2903-000-0010 and # 30-2902-000-0010 of MDAD property.

- 2.1 The Lessee shall have the right to use the Premises as an outdoor facility for recreational activities consisting of sanctioned drag racing, and an area specifically dedicated for ATV/OHV usage. The Lessee may also provide goods and services that are commonly available for these types of activities, such as food & beverage and ground transportation, however, no permanent structures may be erected.
- 2.2 The relationship between the County and the Lessee will be on a landlord/tenant basis and will not be considered a partnership, joint venture or principal/agent relationship.
- 2.3 Lessee will be required to obtain all necessary written approvals and/or agreements and provide acceptable arrangements with the relevant government agencies and authorities having jurisdiction over Recreational Motorsport activities. Proposers are advised that the proposed operation plan and structures (examples: restrooms, concessions, bleachers, etc.) shall be subject to all applicable regulations inclusive of but not limited to building and zoning codes, including permitting and environmental regulations.
- 2.4 Proposers shall be solely responsible for conducting their own due diligence to determine the suitability of the Premises for the proposed use, and for their financial investment.

3.0 SITE DESCRIPTION

- 3.1 Two former runways each measuring 3,000 feet long by 60 feet wide and with associated turn arounds are the only improvements on site.

- 3.2 Total area for lease is +/- 123 acres which consists of approximately 32 acres for sanctioned drag racing activities and approximately 91 acres for ATV activities.
- 3.3 The Premises will be leased in “as is” condition, including, without limitation, any existing utility and/or easements, subsurface conditions, existing structures, the presence of hazardous materials, and any laws, ordinances and regulations affecting the same. The County makes no representation or warranties of any kind, expressed or implied, in fact or in law, with respect to the condition of the Premises.

4.0 DEVELOPMENT PLAN FOR RECREATIONAL MOTORSPORT PROGRAM

- 4.1 Lessee shall provide the following as part of the preparation of site for the Recreational Motorsport Program for the Premises:
 - 4.1.1 A development schedule of the Premises, inclusive of any demolition and a projection of the development and construction costs.
 - 4.1.2 A preliminary site and floor plan showing the general location of all of the existing and improvements and/or major equipment on the Premises. Plan must show the layout of the proposed plans for the premises and a maintenance of traffic plan for all activities with estimated number of participants in each category of users e.g. staff, onlookers, participants, public and participant vehicles.
 - 4.1.3 Recreational Motorsport Program Plan providing a description of the planned programs, activities, food services, and/or any other services for the Premises, including hours of operation and proposed fees and charges.

All plans and specifications for the development shall be subject to approval by the Department prior to commencement of construction.

5.0 OPERATION AND QUALITY OF SERVICES

The Lessee shall:

- 5.1 Create a visually exciting and inviting environment, through a creative high-impact recreational outdoor design, including products/services displays, signage, graphic and lighting. Provide outdoor signage to advertise business with the Department’s prior approval.
- 5.2 Comply with all applicable rules and regulations adopted by the County, and any and all laws, ordinances and/or rules and regulations of other governmental entities and/or authorities having lawful jurisdiction, which may be applicable to Lessee’s operation of the Premises.
- 5.3 Properly maintain the Premises in a first-class manner and condition throughout the term of the lease.
- 5.4 Maintain security and safety including but not limited to provision of life safety and first aid for any personnel, customers, vehicles and other property which may require access to the Premises See attachment Off Duty Fire Rescue Services for pricing guidance..

(note: Question for Fire: Do motor sports venues require standby fire suppression and/or first aid?Yes)

- 5.5 Prepare an appropriate emergency evacuation plan and hurricane plan and provide it to the Landlord prior to commencement of the operation of the Premises. Thereafter, the Lessee shall provide the Department with any and all updates to the plans.
- 5.6 Provide multiple payment options to its clientele, including cash payment, credit card and debit card payment as provided by the customers from various financing institutions.
- 5.7 Provide contact information for management personnel of the Lessee which shall be on call, at all times, for emergencies or other matters related to the operations under this contract.
- 5.8 Require that the employees be distinctively uniformed or appropriately attired so as to be distinguishable as the Lessee's employees and not as employees of the Department.
- 5.9 Provide lawn services, janitorial services, pest control services, electrical and plumbing service, as applicable, for maintenance of the leased Premises.
- 5.10 Provide trash removal from all point of sale areas to dumpsters and have dumpsters serviced as needed
- 5.11 Provide secure Wi-Fi services as required to conduct business operations.
- 5.12 Provide maintenance, repair and replace, as required, of all equipment installed.
- 5.13 Provide own temporary utilities i.e. portable generators, portable lights, portable sanitation. Property is located outside the UDB and has no existing infrastructure.

6.0 STAFFING

- 6.1 **Staff.** The Lessee shall staff sufficient employees to provide services as requested in this solicitation to cover the staffing hours of the Premises.
 - 1. The Lessee's employees shall be clean, courteous, and neat in appearance at all times.
 - 2. The Lessee's employees shall be suitably uniformed and shall wear identification sufficient to establish their identity and affiliation with the Lessee. The Department shall approve Lessee's uniforms and company identification badge.
 - 3. If it is determined by the Department that an employee of the Lessee has acted improperly in the performance of services hereunder, or contrary to the intent and purpose of the Agreement, the Lessee shall be so advised and shall promptly institute appropriate disciplinary action in accordance with the policies and procedures of the Lessee and the severity of the infraction.
 - 4. Should initial disciplinary action fail to correct the performance of an employee or should the severity of the infraction alleged so warrant, the Department shall have the right to require that the Lessee not use such employee in the provision of services under the Agreement.
- 6.2 **Contract Manager.** The Lessee shall designate a Contract Manager who shall be responsible for the day-to-day operations of the Lessee.
 - 1. The Contract Manager shall have the authority and responsibility to ensure proper operation of the Premises, to render decisions and to take all necessary action in connection with the Lessee's services.
 - 2. The Contract Manager shall be present onsite or available for in-person communication as requested by the Department, as needed.
 - 3. The Contract Manager shall, at the least, be reachable by means of a business telephone number, beeper number, and cellular number for the purpose of

responding to inquiries of the Department, emergency matters, or any other matters related to the Lessee's operations.

7.0 PAYMENTS TO THE COUNTY:

- 7.1 The Lessee shall pay land and pavement rates which shall not be lower than the approved rates and charges established by the Department for use of the Premises.
- 7.2 Submit Security Deposit prior to the commencement date of the Lease Agreement in the form of a money order or certified check equal to three (3) month's rent in U.S. funds. The Security Deposit will be placed in a non-interest bearing bank account. The Security Deposit is fully refundable within sixty (60) days after termination of Lease with stipulation that Lessee is not under any default per the Lease Agreement. A performance and Payment Bond in the same amount can be submitted in lieu of the money order or certified check (see Appendix X). In the event the selected Proposer provides a Performance and Payment Bond in lieu of a certified check, it shall comply with the Performance Bond requirements every year during the term of the lease agreement, including any extensions or renewals thereof. The County's Internal Services Department will issue a notice to the selected Proposer every year and the selected Proposer shall deliver the Performance Bond to the County within fourteen (14) calendar days of the notice issuance date. If the selected Proposer fails to deliver the initial Performance Bond within the specified time, including granted extensions, the County shall declare the selected Proposer in default of the contractual terms and conditions.

8.0 MIAMI-DADE COUNTY ORDINANCE GUIDANCE:

Open Land Subarea 1 (Snake-Biscayne Canal Basin). This subarea is located north of the Miami Canal (Canal-6) in northwestern Miami-Dade County. Rural residential use at 1 dwelling unit per 5 acres, limestone quarrying and ancillary uses, compatible institutional uses, public facilities, utility facilities, and communications facilities, recreational uses, >>outdoor vehicle recreational areas and/or recreational motorsport facilities on the decommissioned Opa-locka West Airport site, subject to Board of County Commission approval for specific uses,<< nurseries and tree farms, agriculture production and the limited raising of livestock may be considered for approval in this subarea. The following uses may also be considered for approval in this subarea: parking and storage of operable, non-disabled commercial motor vehicles, including construction equipment and agricultural equipment, as defined in section 320.01, Florida Statutes, and incidental temporary parking and storage of operable, non-disabled passenger automobiles to serve such allowable uses on the same parcel (but not to include stand-alone automobile parking and storage uses such as car rental facilities). It is provided that such parking and storage uses shall be allowed only on properties larger than 20 acres, under a single ownership, and located within the area of an arc no more than 7000 lineal feet from the intersection of Okeechobee Road and the Turnpike Extension so long as the property is not located within 1,400 feet of a body of water,

canal, or lake as measured from the top of bank. Such parking and storage of vehicles and equipment shall be subject to the following requirements: (a) commercial vehicle storage facilities shall obtain an annual operating permit from the Division of Environmental Resources Management in the Department of Regulatory and Economic Resources and be subject to required quarterly groundwater quality monitoring; (b) all vehicles and equipment shall be stored or parked only on paved impervious surfaces with county-approved drainage systems; (c) mechanical repair or maintenance of any kind, , shall be prohibited; (d) the storage, handling, use, discharge and disposal of liquid wastes or hazardous wastes shall be prohibited; and (e) truck washing shall be permitted as an ancillary use at commercial vehicle storage facilities provided that the truck washing shall be done with 100% recyclable water systems as approved by the Division of Environmental Resources Management in The Department of Regulatory and Economic Resources; truck washing services shall only be provided for trucks stored at the commercial vehicle storage facilities for at least 4 hours; truck washing shall be conducted only in fully enclosed buildings as approved by the Division of Environmental Resources Management in the Department of Regulatory and Economic Resources; facilities shall allow inspections at any time during operating hours; facilities shall provide secondary containment surrounding all storage tanks; and be subject to required quarterly groundwater quality monitoring. In addition, if a violation of these provisions related to truck parking and truck washing or the operating conditions is found on a property on three separate occasions within a three year period, truck washing shall no longer be permitted on the subject property. The County, by ordinance, shall provide a process to reestablish the use, taking into account any change in ownership, the nature of the violation, and a period of repose for the property. Uses that could compromise groundwater quality shall not occur west of the Turnpike Extension.

*****END OF SCOPE*****

1.0 TERM

1.1 The successful Respondent(s) shall be required to enter into a Leasehold Agreement (“Agreement”) with MDAD for a lease term of ten(10) years. The lease will be subject to approval by the Miami-Dade Board of County Commissioners (BCC).

2.0 ATV/OHV - All-Terrain Vehicles/Off Highway Vehicles Laws to include in Agreement

2.1 Florida law states that all-terrain vehicles (ATV) may only be operated on unpaved roadways where the posted speed limit is less than 35 MPH and only during daylight hours. Anyone under the age of 16 operating an ATV on public land must be under the supervision of an adult and must have proof of completion of a Department of Agriculture and Consumer Services (DACCS) safety course. ATV operators and riders under the age of 16 must wear a USDOT approved safety helmet and eye protection. ATVs are titled, but not registered, and are not required to be insured with PIP and PDL coverage.

3.0 Responses are to be evaluated as follows:

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer’s experience and qualifications in operating a Recreational Motorsport Facility.	10
2. Thoroughness and creativity of Proposer’s project plans, business model and effectiveness in maximizing land use and addressing issues.	10
3. Proposer’s membership in drag racing or other motorsport activities by either the NHRA, IHRA or a comparable state sanctioning body.	10
4. Proposer’s experience in developing a Recreational Motorsport Facility for use as a sustainable revenue-generating facility.	10
5. Experience in Recreational Motorsport Activities.	10
6. Proposer’s Key Personnel and Subcontractors Experience, Qualifications, and Past Performance	15
<u>Total Technical Points:</u>	65
7. Price Proposal	35
TOTAL POINTS *Includes the combined total of Technical and Price Proposal Points	100

4.0 Proposer Information questions.

1. Provide a detailed Development Plan for Recreational Motorsport Program of the use of the Premises per Section 4.0.
2. Provide a detailed Operational Plan describing how the proposer intends to meet all requirements listed in Section 5.0.
3. A detailed description of prior Recreational Motorsport experience.
4. Experience in developing and operating a Recreational Motorsport Facility.
5. Describe the company’s business strategy and ability to run a feasible Recreational Motorsport Facility. Include proposer’s experience and that of key event on site personnel.
6. A business plan showing the investment for the project including the redevelopment and maintenance of the premises, marketing strategies, ROI and financial commitments to the Department.
7. A financial pro forma, evidencing the assets to redevelop and maintain the premises and make the financial commitments to the Airport contained in the response.
8. Three most recent years of financial statements, to include income statement, balance sheet and cash flow statement.

9. Any other relevant financial information which would verify company financial status.
10. Any information on planned investment and any proposed partners and/or subtenants who would be part of the business venture. If shared occupancy is being proposed, identify additional occupants and describe your business terms and relationship.
11. Documentation that identifies membership in drag racing or other motorsport activities by either the NHRA, IHRA, or the comparable state sanctioning body for motorsport activities beyond drag racing. i.e. the National Hot Rod Association (NHRA) oversees the majority of drag racing events in North America, followed by the International Hot Rod Association (IHRA). In addition to NHRA and IHRA, there are niche organizations for muscle cars and nostalgia vehicles such as the Nostalgia Drag Racing League (NDRL) for 1979 and older nostalgic appearing cars or the National Electric Drag Racing Association (NEDRA) which races electric vehicles against high performance gasoline-powered vehicles. In addition, there is the VWDRC which runs a VW-only championship with vehicles running under 7 seconds.
12. Thoroughness and creativity of Proposer's project plans, business model and effectiveness in maximizing land use and addressing issues
 - Waiver
 - Driver Eligibility
 - Car inspections and preparations
 - Safety equipment
 - Course rules
 - Driver conduct

Proposer's Key Personnel and Subcontractors Experience, Qualifications, and Past Performance

- References
- Key Personnel Resumes
- Sub-contractors
- Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants and shall include the functions to be performed by the key personnel. All key personnel include all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
- List the names and addresses of all subcontractors and describe the extent of work to be performed by each subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.
- Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project
- Provide resumes, if available with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.

Note: After proposal submission, but prior to the award of any contract issued as a result of 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.

5.0 Requisition Information

Project	Lease, Develop and Operate available land as a Recreational Motorsport Facility at the decommissioned Opa-Locka West Airport
Term	Ten (10) years
Estimated Value	\$18M