

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New OTR Sole Source Bid Waiver Emergency Previous Contract/Project No. **RFQ MDAD-14-02**
Contract
 Re-Bid Other (LEGACY) LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: **RQID2100384** TERM OF CONTRACT **Five years**

Requisition /Project Title: **General Aeronautical Services Permit**

Description: To establish nonexclusive General Aeronautical Services Permits that provide service carriers at Miami International Airport in the areas of ramp, porter, dispatching, meteorological navigation, ticket counter, passenger services, and other services as requested,

Issuing Department: **AV** Contact Person: **Caroline Burgos** Phone: **305.876.8065**

Estimate Cost: **\$550,000,000** GENERAL FEDERAL OTHER
Funding Source: **General**

ANALYSIS

Commodity Codes: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

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: [REDACTED]

Small Business Enterprise: [REDACTED]

Contract Value: [REDACTED]

Comments: [REDACTED]

Continued on another page (s): Yes No

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE	[REDACTED]	15% LDB	[REDACTED]	[REDACTED]

Basis of recommendation: This is a reasonable goal based on historical data and the various trades identified.
[REDACTED]

Signed: **Caroline Burgos** Date sent to SBD: 1/21/2022

Date returned to DPM: **03/07/2022**

This document is a draft of a planned solicitation and is subject to change without notice.



**REQUEST FOR QUALIFICATIONS (RFQ) No.
FOR
GENERAL AERONAUTICAL SERVICE PROVIDER (GASP) TO COMERCIAL AIRCRAFT OPERATORS
AND AIRLINES**

PRE-PROPOSAL CONFERENCE TO BE HELD:

via Zoom

ISSUED BY MIAMI-DADE COUNTY:

Miami-Dade Aviation Department

MIAMI-DADE COUNTY CONTACT FOR THIS SOLICITATION:

Caroline Burgos, Aviation Senior Procurement Contracting Officer

111 NW 1st Street, Suite 1300, Miami, Florida 33128

Telephone: (305)

E-mail: cburgos@flymia.com

PROPOSALS DUE:

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

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

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

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

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, Florida, intends to enter into individual General Aeronautical Service Permits with up to five (5) qualified firms (the "Permittees") for a full range of general aeronautical services to be provided to commercial aircraft operators and airlines operating at Miami International Airport through contractual arrangements between the Permittees and the aircraft operators and air carriers, as further described in this Solicitation.

The County anticipates that the Permit issued as a result of this RFQ shall be for an initial five (5) year period with the Department authorized to extend the Permits for up to two (2) separate two (2) year extensions. The term shall start on the Effective Date of the Permit.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued: See front cover for date and time.
 Pre-Proposal Conference: See front cover for date, time, and place. Attendance is recommended but not mandatory.

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) 375-3566 or via email at: Skarlex.Alorda@miamidade.gov or Heidi.Johnson-Wright@miamidade.gov. TTY users may reach the ADA Office by calling the Florida Relay Service at 711.

Deadline for Receipt of Questions: See front cover for date and time.
 Proposal Due Date: See front cover for date and time.
 Evaluation Process: April-May 2022
 Projected Award Date: July 2022

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 word "Airport" shall mean Miami International Airport.
2. The words "Airport System" shall mean Miami International Airport, Opa-Locka Executive Airport, Kendall-Tamiami Executive Airport, Homestead General Aviation Airport, Dade-Collier Training and Transition Airport and Opa-Locka West Airport (decommissioned).
3. The words "Aviation Director or Director" shall mean the Director of the Miami-Dade County Aviation Department or his/her designee.
4. The words "Competitive Selection Committee" or "Review Team" to mean the group of individuals who are tasked with reviewing, evaluating and scoring the Proposals submitted in response to this RFP.
5. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
6. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
7. The word "Deliverables" shall mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the term of the Agreement.
8. The term "GASP" shall mean one of the five General Aeronautical Services entities awarded this RFQ.
9. The words "Joint Venture" to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
- 9-10. The word "Permit" shall mean a non-exclusive general aeronautical services agreement between the County and the Successful Proposer, including all of its terms and conditions, associated addenda, attachments, exhibits, and amendments.
- 10-11. The word "Proposal" to mean the properly signed and completed written good faith commitment by the Proposer submission in response to this Solicitation by a Proposer for the Services, and as amended or modified through negotiations.
- 11-12. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Submittal Form, submitting a proposal to this Solicitation.

Commented [NS(1)]: This needs to be defined.

- ~~12-13.~~ The word "Report(s)" shall mean all documentation concerning the Services offered by the selected Proposer concerning Proposer's performance in meeting the requirements of the Agreement.
- ~~13-14.~~ The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
- ~~14-15.~~ The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
- ~~15-16.~~ The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
- ~~16-17.~~ The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services, and the terms and conditions of this Solicitation.

1.3 **General Proposal Information**

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

The Proposer's proposal will be considered a good faith commitment by the Proposer to negotiate a contract with the County, in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposer proposal shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date and time, or upon the expiration of one hundred eighty (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, (the "Public Record Law")

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

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

1.4 **Aspirational Policy Regarding Diversity**

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

1.5 **Cone of Silence**

Pursuant to Section 2-11.1(t) of the Code of Miami-Dade County, as amended (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 contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any County employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

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

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

1.6 Communication with 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.

1.7 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133 of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.8 Lobbyist Contingency Fees

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

1.9 Collusion

In accordance with Section 2-8.1.1 of the Code, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer, the principals, corporate officers, and managers of the Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Proposer or the principals, corporate officers and managers thereof which have a

direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.11 Contract Measures (pending SBD determination)

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)

2.5 CONTRACT MEASURES/LOCAL DEVELOPING BUSINESS ("LDB") PROGRAM REQUIREMENTS:

The County has established a LDB overall goal of fifteen percent (15%) for certified LDBs, in connection with this Request for Qualifications. All Respondents are required to comply with the LDB requirements.

2.0 SCOPE OF SERVICES

2.1 BACKGROUND

Miami-Dade County, Florida, hereinafter referred to as the "County", intends to enter into individual General Aeronautical Service Permits with up to five (5) qualified firms (the "Permittees") for a full range of general aeronautical services to be provided to commercial aircraft operators and airlines operating at Miami International Airport through contractual arrangements between the Permittees and the aircraft operators and air carriers, as further described in this Solicitation.

~~2.2.3 The County intends that initially there will be up to five (5) companies at Miami International Airport operating under a General Aeronautical Services Permit upon completion of this procurement process. However, the County reserves the~~

Commented [NS(2): Does Labor Peace apply to GASPs...please check with Sarah and leave a note when it goes to Dave to confirm if not....

Commented [NS(3): Has this been submitted to SBD? Are recommending one of the 5 to be set aside?? Please ensure Andre is looped in....

Commented [NS(4): Why is this not above where you have it highlighted in green....

And you have delineate what the have to do to comply with LDB requirement? Do they fill out special forms from SBD? Etc etc

right to issue additional permits or have less than five (5) Permittees during the term of the Permits as it determines in its sole discretion to be appropriate.

2.2 SCOPE OF SERVICES

The scope of services is as follows:

2.2.1 Required and Optional General Aeronautical Services:

- (A) **Required Services:** The Permittee shall have the nonexclusive right to provide and the obligation to offer to provide, under separate written contract(s) with commercial aircraft operators and airlines, the following aeronautical support services in which it has evidenced experience by its Qualification Statement, subject to the limitations and conditions contained herein, at any location on the Airport.
1. Ticket Counter and Operations Services - Providing for the handling of passengers at the ticket counters, including the furnishing of linguists as required for the assistance of passengers, the sale and verification of tickets, weighing of baggage, and the operation of an information, communications, and operations office for the air carriers with whom the Permittee has contracted to supply such services. Any servicing of air carriers on the ticket counters and the use of baggage makeup units will require that the Permittee utilize the Department's Common Use Terminal Equipment ("CUTE") and abide by the Department's Ticket Counter Allocation Policy. The Department will enter into a separate agreement with the Permittee, at prevailing multi-user rates, when such ticket counter space is made available by the Department and leased to the Permittee. The Permittee must use the Department's Local Departure Control System (LDCS) when servicing air carriers on ticket counter space made available by the Department and leased to the Permittee.
 2. Passenger Services – Preparing baggage and cargo clearance documents, arranging in-flight meals with persons or companies authorized by the Department to provide such meals, and providing assistance to disabled passengers. Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding individuals with disabilities including but not limited to applicable requirements of the ADA and the Air Carriers Act.
 3. Ramp Services - Towing of aircraft, positioning of aircraft, the safe and efficient loading and unloading of passenger, use of passengers loading bridges (PLBs), cargo, baggage, and mail to and from aircraft at the Terminal Building area or at hardstand positions (unless otherwise specifically authorized in the Permit), cleaning of aircraft (including cabin services stocking and restocking), delivery of cargo, baggage, and mail to and from aircraft as well as to other locations on the airport authorized by the Department, providing aircraft utility services such as air start and cabin air, as well as the guiding of aircraft into and out of airport loading and unloading positions. GASP must have its own GSE, (pay movers, baggage tugs, stair truck, tow bars, carts, dollies, belt loader, cargo loaders, etc.), for the schedules and number of aircraft that they are contracted to handle.
 4. Porter Assistance Services - Handling and transportation, through the use of porters or other means, of baggage and other articles of passengers of contracting airlines or aircraft operators, upon request of the passengers, in the public access areas of the airport terminal building, concourses, gates and the MIA Rental Car Center. Wheelchairs, including wide and aisle wheelchairs must be available upon request. Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding people with disabilities, including but limited to applicable requirements of the ADA and the Air Carriers Act.
 5. Dispatching and Communications Services – Each GASP must be able to provide its own ground-to-aircraft radio communication services, issuing flight clearances, sending and receiving standard arrival, departure, and flight plan messages with appropriate distribution of received messages, as well as the calculation of fuel loads and take-off/landing weights and weight and balance for aircraft.
 6. Meteorological Navigation Services - Providing weather information based on the analysis and interpretation of the latest charts, providing prognostic weather charts, and providing information for en-route aerial navigation as specified in Aircraft Dispatcher FAA Requirements, 14 CFR Part 65.

(B) **Support Services:** The Permittee shall have the nonexclusive right to provide and the option of offering, under separate written contract(s) with commercial aircraft operators and airlines, the following support services subject to the limitations and conditions contained herein:

1. Providing personnel, equipment, and materials to clean the exclusively leased facilities of air carriers with whom the Permittee has contracted to provide the aeronautical services authorized herein. Cleaning service items include, but are not limited to, floors, walls, window, furniture, fixtures and disposal of waste. All waste disposal receptacles shall be of a type and located in areas approved of in writing by the Department prior to installation.
- 2- Providing delayed baggage services for air carriers and aircraft operators, subject to the operating rules and regulations of the Department for such service providers.
- 3- Providing security services to include, but not limited to, positive bag check in the baggage claim areas.
- 4- Providing non-ramp cargo services to include cargo acceptance, cargo documentation of airway bills, cargo freighter ramp handling. Note: In-warehouse cargo handling operations require a separate permit and are not allowed under GASP services offered hereunder. This prohibition does not apply to GASP services for passenger aircraft at hardstand positions assigned by MDAD's Airside Division.

(C) **International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO) Designation:**

Permittee must provide evidence in its submittal that it is currently designated or has applied for the International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO) designation per Section 2.3 of the Solicitation

A copy of the ISAGO designation (certificate) must be attached to the Proposal. If the Proposer is in the process of obtaining the designation, the Respondent will provide a letter from IATA to evidence that it is currently undergoing the ISAGO designation audit process and specifying the stage of the audit process for the referenced designation. The Successful Respondent must obtain the ISAGO designation within twelve (12) months of award. Failure to obtain the ISAGO designation within the twelve-month period shall entitle MDAD in its discretion to (i) revoke the Permit, (ii) suspend it until the designation is obtained, or (iii) extend the twelve-month period for good cause shown.

Permittee that currently possess the ISAGO designation in another station, but not at MIA, must obtain the designation (ISAGO) at MIA within six (6) months of award. Failure to obtain the ISAGO designation for MIA within the six-month period shall entitle MDAD in its discretion to (i) revoke the Permit, (ii) suspend it until the designation is obtained, or (iii) extend the six-month period for good cause shown.

(D) **Equipment Requirements:** The Permittee must be able to provide the required amount of ground equipment to handle the contracts they obtain. All equipment must be in good working condition in accordance with the requirements set forth in Miami-Dade County Code, Chapter 25, and be suitable for the services required in this Permit.

(E) **Amendment of Permittee Obligations:** In recognition that the nature of the aviation industry is rapidly changing and that new technology and operating methods and practices may evolve during the term of this Permit, the Department may, in writing, amend the description of required and optional services, contained in Subsection (A) and (B) above, and authorize and require additional aeronautical services not contemplated or known as of the date of this permit.

2.2.4 The Permittees are required to provide the Miami-Dade Aviation Department on a continuous basis (throughout the term of the permit), copies of all required FAA Aircraft Dispatcher certifications for all employees performing meteorological, navigation and dispatching services.

2.3. INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA) SAFETY AUDIT FOR GROUND OPERATIONS (ISAGO)

Permittee must provide evidence in its submittal that it is currently designated or has applied for the International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO) designation. A copy of the ISAGO designation (certificate) must be attached to the Proposal. Permittee that currently possess the ISAGO designation in another airport but not at MIA, must obtain the designation (ISAGO) at MIA within six (6) months of award. Failure to obtain the ISAGO designation for MIA within

the six-month period shall entitle MDAD in its discretion to (i) revoke the Permit, (ii) suspend it until the designation is obtained, or (iii) extend the six-month period for good cause shown.

2.4 PAYMENTS TO THE COUNTY

As part of the consideration for this Permit, the Successful Permittee, as consideration for the rights and privileges granted the Permittee, shall on a monthly basis report and pay the County the amount of ten percent (10%) of its monthly Gross Revenues, as defined in Article 3.06 of the Permit.

2.6 SUSTAINABLE PROCUREMENT PRACTICES

2.5.1 The County is committed to responsible stewardship of resources and to demonstrating leadership in sustainable business practices. Accordingly, the County has adopted sustainability policies which are incorporated into this Solicitation. The County will continue to explore and pursue sustainable procurement, development and business practices that: (a) reduce greenhouse gases; (b) foster and integrate supplier small business opportunities; (c) support safe and fair labor practices and ethical behavior throughout the supply chain, and (d) maximize fiscally responsible "high value, high impact" actions.

- Monitoring MDAD's cash balances.
- Performance sub-account assistance.
- Rating agency update assistance.
- CIP financial projections.
- Other financial analyses as necessary to support compliance with debt covenants.

2.5.2 It is the County's desire that the Permittees provide employment conditions beyond the minimums provided for in state or federal law. Those proffered conditions shall be incorporated into the Selected Permittees permit, as such proffer is a material and voluntary inducement to the County entering into such contract. After award, the Permittee shall not materially reduce or diminish these disclosed conditions except with the approval of the Board. Additionally, resulting permits shall provide a mechanism for the County to audit the Permittee's compliance with the proffered employment conditions. The resulting permit shall also provide that the Permittee's employees are intended third party beneficiaries of that portion of the Permit. The resultant permit additionally provides that any subcontractor supplying labor to such contractor at Miami International Airport shall meet or exceed the employment conditions incorporated into the permit.

2.7 TRANSITION PERIOD

It is in the County's best interests to ensure that MIA's operations are not interrupted or hindered by changes in its workforce every time an airline changes its service contractor. Therefore, establishing a worker retention requirement in the GASPs enables a transition period where employers are able to retain the existing workforce, making it less likely for the airport to suffer a decrease in the quality of services or experience service disruptions due to losing experienced workers.

The Selected Permittees shall extend written offers of employment to the employees of the immediately preceding Permittee at the Airport and retain such employees for a period of forty-five (45) days unless the contractor determines and demonstrates to the County that such employees are unnecessary for the provision of services. If the Selected Permittees determine that one or more additional employees are needed for the provision of services during the initial forty-five (45) day period then it must first offer employment, in writing, to any qualified employees of the immediately preceding Permittee. Employees may be terminated for cause within the forty-five (45) day period. After the conclusion of the forty-five (45) day period, continued employment may be under the terms and conditions established by the Selected Permittees or as required by state or federal law.

Within 45 days of the expiration of this Contract, the Selected Permittees shall provide a list of its employees and their contact information, date of hire, and hours worked per week to the County. The Permittee shall include the foregoing language in its contracts with any subcontractors. The County may request from the Selected Permittees the appropriate information from the Proposer to determine compliance with the requirements of this paragraph. In the event of any failure by Selected Permittees to comply with this worker retention requirement, the County shall provide written notice of such noncompliance. If the Selected

Permittees does not achieve compliance with this provision within thirty (30) days following the County's written notice, then written notice of termination may be provided by the County. The provisions hereof shall not apply to the extent: (i) they are superseded by a collective bargaining agreement; or (ii) state or federal law or regulations preclude their applicability.

Commented [NS(5)]: Don't we have notice of default process??? Or for this particular thing is it termination

Commented [BC(6R5)]: This is per memo with requested language

2.8 REQUIRED TRAINING

The Selected Permittees shall incorporate an ongoing program related to recruitment, selection, promotion and training of Permittee staff. Training should include customer service, sensitivity training, and quality control. Permittee will be required to have all employees dealing directly with the public (passengers, customers, etc.) to complete the **Miami Begins with Me Customer Service Champion Program**, provided by the Greater Miami Convention & Visitors Bureau, through Miami Dade College School of Continuing Education & Professional Development (305-237-7494) or at npineda@mdc.edu.

In addition to any other employee training required under applicable Federal or State law or regulations, all GASPs shall provide a 16 hour safety training to all of their employees providing GASP services. The initial training shall be completed within sixty (60) days of hire for new employees. Employees who are already providing GASP services on the effective date GASP shall complete the required training within 60 days of the effective date of permit award. Following the initial training, each employee shall be provided annually with an eight (8) hour refresher training. Such trainings shall be provided by an MDAD no expense to the employee. All employees shall be compensated at their regular hourly rate for the time spent participating in the trainings. The trainings shall cover, without limitation, the following subjects:

Heat stress

1. Blood borne pathogens
2. Infectious disease
3. Proper handling of dangerous goods and hazardous materials
4. Ergonomics
5. Hearing conservation
6. Assisting persons with disabilities (ADA) and the Disabled Access and Functional Needs (DAFN) population.
7. Employees who use equipment must be trained and certified by the GASPer in the operation of every piece of equipment they will use.
8. Emergency situations and response procedures; appropriate prevention and response methods to emergencies including fire, chemical spills, terrorist threats, workplace violence, medical emergencies, biohazards, and natural disasters, including evacuation and disaster recovery;
9. Developing observation, detection, customer service and reporting skills that can help detect, prevent and respond to incidents;

A. Trainings must satisfy the following criteria:

1. Provided by a MDAD-Approved Safety Training Provider at no expense to the employee.
2. A course that is effective and interactive. The terms 'effective and interactive' shall mean:
 - a. A combination of in-person classroom instruction and,
 - b. Delivery in a setting removed from the employee's daily duties
3. Use of audio, video or computer technology to complement and support classroom instruction and to supplement training.
4. Composed of both didactic and practical applications, including hands-on, experiential learning that allow employees to practice skills learned such as providing assistance to passengers with disabilities, lifting heavy objects.
5. Completed in manageable increments that support learning (A summative assessment component is recommended followed by evaluation surveys of the instructors or learning program).
6. Conducted in a manner that fosters a full understanding of the content and intent of the curriculum.
7. Provided training materials for employees shall be appropriate in content and vocabulary to the language, educational level and literacy level of the employees receiving the training.
8. Trainings must be reviewed and approved by the joint labor-management workplace safety committee

B. Requirements for Safety Training Providers

GASPs should identify trained personnel or training providers with the following qualifications (qualifications may be satisfied by utilizing more than one provider or instructor):

1. At least 3 years of demonstrated experience in providing experiential health and safety training for service workers.
2. At least 5 years of demonstrated experience in providing adult workplace educational instruction, which includes:
3. Cultural competence and fluency in the language or languages that the relevant employees understand.
4. Certified Industrial Hygienist (CIH) or Certified Safety Professional (CSP)

In order to be approved by MDAD, the GASPs shall file a copy of the proposed curriculum(s) with MDAD. The curriculum(s) shall be in a form prescribed by the MDAD and shall include, but not be limited to:

1. A chronological listing of topics, including the date, time and number of hours allotted to each topic; and
2. The names of the safety and training instructor(s) and the type of instructor certification(s) held and provide MDAD with resumes demonstrating the supervisory personnel meets the "Requirements for Safety Training Providers."
3. Indicate which instructors are instructing which modules

When/if MDAD makes the determination that the training has satisfied all criteria, MDAD shall provide written approval, in a standard form to be developed by MDAD, indicating that training may commence.

GASPs shall submit the following information to MDAD on the fifteenth (15th) day of every third calendar month:

1. A sworn statement certifying compliance with the requirements of this covenant;
2. A list of all employees, indicating which of those employees were hired during the previously completed three (3) calendar months;
3. A certified list of all employees that completed an approved forty (16) hour safety training during the previously completed (3) calendar months;
4. A certified list of all employees that completed an approved eight (8) hour safety refresher training during the previously completed (3) calendar months.
5. Records must include the employee's name, job function, date the employee began working at MIA, date employee is no longer at MIA, and the date, hours, method of delivery and subject of each training class.
6. Training reports with all of the above data must be submitted to MDAD in electronic format.
7. Training records must be retained for three (3) years and are subject to audit by MDAD.

Commented [NS(7)]: What does this mean exactly?

Commented [BC(8R7)]: Sections below are to be asked to the consultant that produced sample language in memo

Commented [NS(9)]: Two different numbers

Commented [NS(10)]: What does this mean exactly?

C. Joint Labor Management Workplace Safety Committee

Employers shall permit employees to establish and administer a joint labor-management workplace safety committee. Each workplace safety committee shall be composed of employee and employer designees, provided at least two-thirds are non-supervisory employees. Employee members of the committee shall be selected by, and from among, non-supervisory employees. Committees shall be co-chaired by a representative of the employer and non-supervisory employees. Where there is a collective bargaining agreement in place, the collective bargaining representative shall be responsible for the selection of employees to serve as members of the committee. Committees representing geographically distinct work-sites may also be formed as necessary.

Commented [NS(11)]: Who is this? The Selected Permittee?

Commented [NS(12)]: Is this one committee or more than one??

No employer shall interfere with the selection of employees who shall serve on such committee or who serve as the workplace safety designee or with such employees' performance of the duties authorized under this section.

Commented [NS(13)]: Who dis?

Each workplace safety committee and workplace safety designee shall be authorized to perform the following tasks, including but not limited to:

- (a) Raise health and safety concerns, hazards, complaints and violations to the employer to which the employer must respond.
- (b) Review any policy put in place in the workplace required by any provision of this chapter or any provision of the workers' compensation law and provide feedback to such policy in a manner consistent with any provision of law.
- (c) Review the adoption of any policy in the workplace in response to any health or safety law, ordinance, rule, regulation, executive order, or other related directive.

(d) Participate in any site visit by any governmental entity responsible for enforcing safety and health standards in a manner consistent with any provision of law.

(e) Review any report filed by the employer related to the health and safety of the workplace in a manner consistent with any provision of law.

(f) Regularly schedule a meeting during work hours at least once a quarter. Employers shall permit safety committee designees to attend a training, without suffering a loss of pay, on the function of worker safety committees, rights established under this section, and an introduction to occupational safety and health.

Any employee who participates in the activities or establishment of a workplace safety committee shall not be subject to retaliation for any actions taken pursuant to their participation. Violations of this subdivision shall be deemed to be a violation of paragraph (a) of subdivision one of section two hundred fifteen of this chapter and the civil penalties and remedies of paragraph (b) of subdivision one and paragraphs (a) and (b) of subdivision two of section two hundred fifteen of this chapter shall be applicable to this subdivision.

Nothing in this section shall be deemed to diminish the rights, privileges, or remedies of any employee under any collective bargaining agreement.

Commented [NS(14)]: Where is this???

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.

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 hundred (1000) points per Competitive Selection Committee Member.

TECHNICAL EVALUATION	
TECHNICAL CRITERIA	POINTS
Proposer's Relevant Experience, Qualifications, and Past Performance and Similar Types of Project	250
Relevant Experience and Qualifications of Key Personnel, Including Subcontractors and Respective Key Personnel, that will be Assigned to the Project	250
Proposer's Methodology and Approach to Providing the Services Requested in this Solicitation	250

Training and Employment Incentives for Retainage and Sustainable Practices	250
TOTAL TECHNICAL POINTS	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), 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 (pending SBD determination)

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 2-8.1.1.1.1 and 2-8.1.1.1.2 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.

Commented [NS(15)]: Please look at the my comment above

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 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. (If a Proposer fails to submit the required 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:

- 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 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 TERMS AND CONDITIONS

The County's **draft form of agreement** is attached. Proposers should review the document in its **ENTIRETY**. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) **Supplier Registration**

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County **Supplier** Registration Package. For online vendor registration, visit the **Supplier Portal**: <https://supplier.miamidade.gov>.

b) **Insurance Requirements**

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

c) **Inspector General Reviews**

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

6.0 ATTACHMENTS

Draft Form of Agreement
Proposal Submission Package, including:

- Proposer Information Section
- Web Forms – Submittal Form, Subcontracting Form, Lobbyist Registration Affidavit (*for an Oral Presentation and/or Recorded Negotiation Meeting or Sessions*), and Contractor Due Diligence Affidavit