

Memorandum



Date: June 5, 2007

To: Honorable Chairperson Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Request to Advertise- RFP for Public Private Investor Projects
RFP No. MDAD-06-03

Agenda Item No. 8(A)(1)(B)

A handwritten signature in black ink, appearing to read "Burgess", written over the printed name of George M. Burgess.

RECOMMENDATION

It is recommended that the Board approve the advertisement of the attached Request for Proposals (RFP) for Public Private Investor Projects at both Miami International Airport (MIA) and Kendall-Tamiami Executive Airport (TMB). The RFP is provided in substantially the form attached hereto, with the appendices to the RFP on file with the Clerk of the Board.

SCOPE

Miami International Airport is located primarily within Commission District Six. Kendall-Tamiami Executive Airport is located with Commission District 11. However, the impact of this item is countywide in nature as the County Airport System is a regional asset.

FISCAL IMPACT/FUNDING SOURCE

The awards resulting from the RFP will generate revenue to be paid to the Aviation Department.

MONITOR

The monitor for the project will be Margaret Chamorro, Chief, Real Estate Marketing & Development.

BACKGROUND

The County, through its Aviation Department (MDAD), is seeking qualified investor entities to finance, construct, renovate, manage and/or operate projects in certain airport investment areas, provided in the RFP, consisting of undeveloped land and/or existing structures some of which are within the boundaries MIA and TMB, and some of which are airport parcels located outside of the boundaries of the two airports.

MDAD is offering investment areas for aeronautical and/or non-aeronautical investments. MDAD will take under consideration for review all aviation and aviation-support investment proposals that are compatible with the Airport's development goals. The Department will not consider any proposals regarding fixed-based operations (FBOs) at MIA which are not acceptable investment projects under the RFP.

PROJECT: Public Private Investor Projects

PROJECT NO.: RFP No. MDAD-06-03

- TERM OF CONTRACT:** The length of the term of any resulting development lease agreement will be a negotiation item. However, the term will be consistent with the business terms for the investment area and project in question. Proposers are required to complete and submit a single technical proposal applicable to all investment areas they propose to develop and a separate Appendix J "Price Proposal" form for each separate investment area being proposed for investment/development by the same proposer. Each price proposal will reflect the proposer's projected total payments to the County for each investment area beginning from the lease effective date, and continuing for each of the next 20 years (even if the term of the proposed agreement exceeds 20 years) in order for the County to compare competing proposals based on each of the proposer's 20-year payment projections.
- INVESTMENT OPPORTUNITY:** Project investments may range from approximately \$4 million to \$50 million per project but could exceed \$50 million for larger projects.
- MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:** No
- FUNDING SOURCE:** Not applicable, see the Investment Opportunity bullet above.
- REVIEW COMMITTEE DATE:** Pursuant to Administrative Order 3-41 the Department of Business Development reviewed the RFP and determined that the small business enterprise program did not apply because no County dollars will be expended.
- CONTRACT MEASURES:** As a condition of award of a development lease agreement for each individual investment area, the successful proposer will be required to comply with applicable contract measures which may include: (a) a Community Business Enterprise ("CBE") goal for architectural and engineering services; (b) a Community Small Business Enterprise ("CSBE") goal for construction services; (c) a local workforce hiring provision under the Community Workforce Program ("CWP") goal which requires that a percentage of the workforce performing construction trade work and labor on capital construction be residents from

Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners
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designated target areas; (d) a Disadvantaged Business Enterprise ("DBE") goal for construction services; and (e) Airport Concession Disadvantaged Business Enterprises ("ACDBE") goals for concession activities.

USING AGENCY:

Miami-Dade Aviation Department



Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: June 5, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 8(A)(1)(B)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(B)
06-05-07

RESOLUTION NO. _____

RESOLUTION RELATING TO THE COUNTY'S AIRPORT SYSTEM; AUTHORIZING THE MAYOR OR DESIGNEE TO ADVERTISE A REQUEST FOR PROPOSALS RELATING TO THE AVAILABILITY OF DESIGNATED INVESTMENT AREA PARCELS AT BOTH MIAMI INTERNATIONAL AIRPORT AND KENDALL-TAMIAMI EXECUTIVE AIRPORT FOR DEVELOPMENT OF SUCH PARCELS UNDER TERMS TO BE NEGOTIATED BETWEEN THE COUNTY AND THE PROPOSERS OFFERING THE GREATEST FINANCIAL RETURN TO THE AIRPORT SYSTEM; DIRECTING THE MAYOR OR DESIGNEE TO RETURN TO THIS BOARD FOR APPROVAL OF EACH ACCEPTABLE DEVELOPMENT AGREEMENT APPLICABLE TO EACH SEPARATE INVESTMENT AREA PARCEL

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and document, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the mayor or designee to advertise the attached Request for Proposals relating to the availability of certain Investment Area parcels at both Miami International Airport and Kendall-Tamiami Executive Airport for development of such parcels under terms to be negotiated between the County and the Proposers offering the greatest financial return to the County's Airport System for the parcels; authorizes the Mayor or designee to amend or add to the list of parcels to be advertised based on his determination of what development is in the best interest of the County at the time of such advertisement; and directs the Mayor or designee to return to this Board for approval of each acceptable Development Agreement applicable to the Investment Area parcels as so advertised.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of June, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. *TPA*

Thomas P. Abbott

**REQUEST FOR PROPOSALS
FOR
PUBLIC PRIVATE INVESTOR PROJECTS
RFP No. MDAD-06-03**

PROJECT BRIEFING TO BE HELD ON

_____ at A.M./ P.M.
(EASTERN LOCAL TIME)

Location/Conference Room _____

ISSUING DEPARTMENT:
MIAMI-DADE AVIATION DEPARTMENT
CONTRACTS ADMINISTRATION DIVISION

Contracting Officer: Lenora Allen-Johnson
Telephone: (305) 876-8065
Facsimile: (305) 876-8068
Email: lallen-johnson@miami-airport.com

PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW
NO LATER THAN

at _____ (EASTERN LOCAL TIME) ("PROPOSAL DUE DATE")

at

CLERK OF THE BOARD
STEPHEN P. CLARK CENTER
111 NW 1st STREET, 17TH FLOOR, SUITE 202
MIAMI, FLORIDA 33128-1983

PROPOSALS WILL BE OPENED PROMPTLY AT THE TIME AND PLACE SPECIFIED. PROPOSALS RECEIVED AFTER THE FIRST PROPOSAL HAS BEEN OPENED WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL TO THE CLERK OF THE BOARD ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. MIAMI-DADE COUNTY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE.

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Attachments to the RFP document:

- Appendix A:** Proposer's Questionnaire Form
Appendix B: Proposer's Certification Form
Appendix C: Acknowledgement of Addenda
Appendix D: Lobbyist Registration for Oral Presentation Affidavit
Appendix E-1: Single Form Execution Affidavits
- Public Entity Crimes Affidavit
 - Debarment Disclosure Affidavit
 - Criminal Record Affidavit
 - Disclosure of Ownership Affidavit
 - Affirmative Action Plan/Procurement Policy Affidavit

Appendix E-2: Condition of Award Requirements (Documents for Agreement Period only)

Single Form Execution Affidavits

- Disability Nondiscrimination
- Family Leave
- Domestic Leave
- Currently Due Fees and Taxes
- Drug Free Workplace
- Current in County Obligations
- Code of Business Ethics
- Proof of Authorization to do Business
(No format, insert document)

Appendix F: Local Business Preference

Appendix G: Lobbying Rules

Appendix H: Sample of Development Lease Agreement

Appendix I: Tenant Airport Construction Non-Reimbursable (TAC-N)
Hand-out

- Appendix J:** Price Proposal
- Appendix K:** Location Maps
- Appendix L:** CD of MIA Airport Layout Plan
- Appendix M:** Passenger Profile
- Appendix N:** Proposal Bond Guarantee Form
- Appendix O:** MAG Performance Bond
- Appendix P:** Surety Performance and Payment Bond
- Appendix Q:** Contract Completion Bond
- Appendix R:** Confidentiality Agreement

GENERAL 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:

- a) The term "**Airport**" shall mean the Miami-Dade Aviation System of Airports consisting of Miami International Airport and/or the General Aviation Airports.
- b) The term "**Aviation Director**" shall mean the Director of the Miami-Dade Aviation Department or his or her designee.
- c) The term "**Board**" shall mean the Board of County Commissioners of Miami-Dade County.
- d) The term "**Clerk of the Board**" shall mean the officer serving as ex-officio Clerk of the Board of County Commissioners office and responsible for maintaining the ordinance and resolution indices; receiving bids and requests for proposals; executing contracts, agreements and change orders; and advertising public hearings; among other roles.
- e) The term "**Code**" shall mean the Code of Miami-Dade County, Florida.
- f) The term "**County**" shall mean Miami-Dade County, a political subdivision of the State of Florida.
- g) The term "**Date of Beneficial Occupancy**" ("DBO") shall mean the earliest of (i) the date on which substantial completion of any Improvement or renovation of any existing Improvements on the Investment Area has occurred and the appropriate code enforcement agency has issued a Certificate of Occupancy ("CO") or a Temporary Certificate of Occupancy ("TCO") that enables the Proposer to occupy or utilize the Investment Area in any manner for its intended use, (ii) the date on which the Proposer commences the use of any portion of the Investment Area for its intended use (with or without a TCO or CO), or (iii) the date on which substantial completion of the Investment Area would have occurred and on which the appropriate code enforcement agency would have issued a Certificate of Occupancy or Temporary Certificate of Occupancy but for the occurrence of Proposer's delays, all as determined in the sole reasonable discretion of the County.

- h) The term “**Department**” or “**MDAD**” shall mean the Miami-Dade Aviation Department. Wherever in this solicitation document, rights are reserved to the County, MDAD may exercise such rights.
- i) The term “**Development Agreement**” shall refer to any Development Agreement, Development Agreement, Build (includes design), Operate and Transfer (BOT), Lease-Develop-Operate (LDO) or the like that is the result of negotiations between the Aviation Department and a Proposer whose proposal per Investment Area best responds to the specifications and supports the objectives of the Request for Proposals and is subject to Board approval. An example of a Development Lease Agreement used by the Aviation Department in the context of an airline’s development at Miami International Airport is attached as Appendix H for demonstration purposes only (see Sections 1.5 and 4.6 below for descriptions of the limited use that may be made of Appendix H).
- j) The term “**Lease Effective Date**” shall mean the date that appears in the first paragraph of any Lease. The date shall usually be the tenth (10th) business day after the date of execution by the County Manager and attestation by the Clerk of the Board of the Development Agreement.
- k) The term “**local**” shall mean having headquarters or having a place of business located in the County from which the contract will be performed.
- l) For the term “**MDAD**” see “Department” above.
- m) The term “**Minimum Qualifications Requirement**” shall mean the minimum qualifications that must be satisfied by each Proposer.
- n) The term “**Proposal**” shall mean a Proposer’s written response to this solicitation document.
- (o) The term “**Proposer**” shall mean the person, firm, entity or organization submitting a response to this RFP.
- (p) The term “**Request for Proposals**” or “**RFP**” shall mean this solicitation document and all associated addenda and attachments.
- (q) The term “**Respondent**” or “**Proposer**”, “**Submitter**”, “**Vendor**”, “**Bidder**” or “**Contractor**” shall mean the person, firm, entity or organization submitting a response to this solicitation.
- (r) The term “**Selected Proposer**” shall mean the Proposer recommended for award of a Development Agreement for a specific Investment Area.

PROJECT SPECIFIC DEFINITIONS

- a) The term "**Air Operations Area (AOA)**" shall mean a portion of an airport, specified in the airport security program, in which security measures specified in this part are carried out. This area includes aircraft movement areas, aircraft parking areas, loading ramps, and safety areas, for use by aircraft regulated under 49 CFR part 1544 or 1546, and any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures, or procedures.
- b) The term "**Investment Area**" shall mean any of the ten (10) locations that the Department identifies as being an area of potential development.
- c) The term "**Investor**" shall mean any person, firm, corporation, partnership, limited liability company, association, joint venture, or any entity or combination of entities, excluding any governmental entity, that has agreed to finance, construct, renovate, manage and/or operate development projects through this Request for Proposals for Public Private Investor Projects.

SECTION 1.0

PROJECT SCOPE AND GOALS/OBJECTIVES, MINIMUM QUALIFICATION REQUIREMENTS AND CONTRACT MEASURES

1.1 INTRODUCTION/BACKGROUND

Miami-Dade County (the "County"), as represented by the Miami-Dade Aviation Department ("MDAD"), is seeking Developers to renovate, new construct, operate, and lease airport property as defined herein.

Also be advised that MDAD is also planning in the near future to solicit interest from the private sector for a hotel developer by issuing a separate solicitation document, such as an Invitation to Negotiate for Hotel Developer, that will allow the County to enter into an agreement with a private developer to finance, plan, design, construct, furnish, operate, maintain and renovate, a first-class, full service, minimum three (3) star commercial hotel at MIA to be located just east of the Dolphin and Flamingo Garages on a 2.67 acre site.

1.2 MIAMI INTERNATIONAL AIRPORT GENERAL DESCRIPTION

Aviation has been a hometown industry in Miami, having started more than 75 years ago. The first flight from Pan Am Field in 1928 was an international departure. Today, Miami International Airport ("MIA") enjoys top rankings as the leading international freight airport in the USA and the nation's third leading gateway for international passenger traffic.

MIA's strengths in international passengers, and cargo activity stimulate a host of other companies, such as tourism, the cruise industry and international banking and commerce. More than 77% of all exports and 80% of all imports between the United States and the Latin American/Caribbean region flow through MIA.

MIA is the port of entry for 79% of all international traffic arriving by air to cities in Florida. The Airport is the world's largest Latin American/Caribbean gateway, offering over 1,100 weekly departures with direct service to 62 destinations in the region. With 46% of total passenger traffic being international, MIA is among the top two airports in the U.S. with the highest international-to-domestic passenger ratios.

Miami-Dade County operates the world's leading cruise port, and more than 80% of all cruise passengers begin or end their cruise with flights to/from the Airport. In addition, Miami is the leading international financial

center in the southeastern United States. The Airport stimulates much of that activity as well, through the financing of international trade facilitated through our Airport. During 2005, trade originating and clearing at MIA amounted to 881,563 tons, valued at \$27.6 billion. This activity represents only 56% of the actual total of 1.58 million tons of international freight, as the remaining 44% was shipped through MIA in-transit to third-country destinations.

Following are "Facts at a Glance" information regarding the Miami-Dade Aviation Department, as of July 2006:

Miami-Dade Airports:

- Miami International Airport -MIA
- Opa-locka Airport - OPF
- Kendall-Tamiami Executive Airport - TMB
- Homestead General Aviation Airport - X51
- Dade-Collier Training and Transition Airport - TNT

Economic Impact:

The Airport's annual impact on local tourism, cruise, international banking, trade & commerce has been estimated to be \$19.1 billion. The Airport and related aviation industries contribute more than 240,000 direct/indirect jobs in South Florida.

MIA Rankings for 2005:

U.S. Airport Rankings

1st in the U.S. -	International Freight
3rd in the U.S. -	International Passengers
4th in the U.S. -	Total Freight
4th in the U.S. -	Total Cargo (Freight + Mail)
16th in the U.S. -	Total Passengers
21st in the U.S. -	Total Number of Operations

World Airport Rankings

11th in the world	-	Total Freight
10th in the world	-	International Freight
11th in the world -		Total Cargo (Freight + Mail)
28th in the world -		Total Number of Operations
28th in the world	-	Total Passengers
31st in the world -		International Passengers

Miami International Airport (Year 2005 Figures)

Land area:	3,230 acres
Runways:	
9-27:	13,000'

8R-26L:	10,500'
8L-26R:	8,600'
12/30:	9,355'

Personnel:

Aviation Dept. and Business Partners: 38,273

Hotel:

Miami International Airport Hotel has a hotel in the terminal consisting of 260 rooms of which a portion of such rooms are in the process of being renovated.

Flight Operations: (2005)

	Domestic	207,856
International	165,568	
General Aviation		6,751
Military	<u>1,435</u>	
Total:	381,610	

Passengers: (2005)

Domestic	16.8 million
International	<u>14.2 million</u>
Total:	31.0 million
Weekday Daily Average:	83,950 passengers
Weekend Daily Average:	94,830 passengers
Weekly Average:	609,389 passengers

Freight: (2005)

International	1,582,371 U.S. Tons
Domestic	<u>311,869 U.S. Tons</u>
Total:	1,894,241 U.S. Tons

Carriers: (12/06)

U.S.	50	Scheduled	73
International	<u>48</u>	Charter	<u>25</u>
Total	98		98

Number of Destinations: (3rd Q'06)

	<u>Non-Stop</u>	<u>One Stop</u>
Domestic	45	13
International	<u>70</u>	<u>07</u>
Total	115	20

Number of Ticketing Positions: 450

Number of gates: 107* Common Use Gates
(no gates at MIA are leased)

*changes according to construction

Passenger Demographics: The Airport has conducted a survey of people traveling through the Airport and the excepted report pertaining to demographics entitled "Excerpts from Passenger Survey" is attached for your convenience as APPENDIX M "Passenger Profile".

Parking: Two (2) long-term parking garages – Dolphin and Flamingo Garages– and two (2) short-term surface lots provide approximately 7,885 spaces, including those reserved for persons with disabilities. There is also a high-vehicle lot adjacent to the Dolphin Garage.

Airport Improvements: The Airport's \$6.2 billion Capital Improvement Program ("CIP") is well under way, encompassing all aspects of Airport operations, from the terminal and roadways to the cargo facilities and the airfield.

New Runway: One of the major projects of the CIP was the construction of MIA's fourth runway. Operational in September 2003, the new 8,600-foot runway has increased MIA's airfield capacity by 33 and 1/3%, extending the ability of the Airport to sustain growth, while decreasing the cost of delays to airlines and passengers.

Terminal: The Terminal is expanding from 3.5 million to 7.4 million square feet with 101 International Gates and 26 Domestic Gates, for a total of 127 Gates with 555 ticket counters and 120 Self-Service Devices (SSD). Separate Federal Inspection Services (FIS) locations in North, Central and South Terminals will have the capacity to process 7,400 passengers per hour.

Cargo: MIA's cargo facility development program that began in 1992 has been completed, providing the Airport with over 2.7 million square feet in seventeen cargo buildings. Apron space has grown to over 3.8 million square feet, capable of handling seventeen (17) B747s or thirty-eight (38) DC 10F's.

Roadway Improvements

Central Boulevard: To accommodate forecasted growth, improvement programs include: widening of Central Boulevard, new service roads, wider bridges and improved access to parking facilities.

25th Street Viaduct: N.W. 25th Street is the primary connector to the Florida Intrastate and Federal Highway System for ground transportation of air cargo into and out of MIA. MDAD has partnered with FDOT and has allocated funding for a project to widen the existing roadway to six lanes

and construct an elevated viaduct/roadway between MIA, over SR 826, and out to N.W. 82nd Avenue.

Miami International Airport/ NW 36th Street Development Initiatives

Fifteen years ago, major airlines, colleges, flight schools and aircraft repair stations called NW 36th Street home. They developed and occupied well-maintained facilities filled with thousands of employees. Today, many of the tenants from that period are no longer there and the facilities are in disrepair. The Department undertook demolishing several facilities and these efforts resulted in the creation of several vacant parcels. The Miami-Dade Aviation Department's (MDAD) goal is to restore NW 36th Street to a vibrant area while producing revenue for the County.

MDAD initially worked with a number of potential tenants and current tenants on the possibility of redeveloping several facilities along NW 36th Street, with the greatest interest being placed on the former Commodore and Fine Air hangars as well as the General Electric aircraft engine repair facility.

Most recently, private sector developers have approached MDAD regarding the possible redevelopment of vacant facilities and parcels along 36th Street. The Department decided that the best approach to fulfilling the private sector's desire to invest in development at MIA was to issue this Request for Proposals for developing several sites along NW 36th Street along with other MIA sites. Also, the Department has included the City of Miami Springs in this process to ensure design compatibility with the City's redevelopment plans.

Below is summary of the MDAD's efforts to lease the three facilities mentioned above:

Building 890 (Commodore Hangar)

Building 890 is a large double hangar (single tenant occupancy) capable of handling B-747 size aircraft. The combined hangar area of the two bays is approximately 101,000 square feet. Second and third floor support space is approximately 44,000 square feet. However, the third floor space is not air-conditioned. The facility requires extensive renovation and code upgrades estimated to cost several million dollars. Renovation was not undertaken as the policy at the time was not to upgrade a facility unless there was an executed lease agreement with a prospective tenant for the facility.

In 2005 the hangar generated interest from the following companies: Airis Holdings (in conjunction with Cielos); Arrow Cargo; LAN Airlines; Miami Air; Miami Jet Center; Miami Tech; R.H. Design; and Sheltair. Many of the inquiries were for only a part of the facility. Modifications to the existing hangar separation wall were considered to allow multi-tenant occupancy. However, it was anticipated that the cost and time to make the building a multi-tenant facility would not be recoverable within a five year period, the standard time period for cost recovery. Additionally, the prospective tenant would need a substantial lead time for occupancy due to project duration (two years).

Offers to lease this facility were offered to LAN and Cielos in July and September 2005 respectively. LAN could not commit to an agreement within the timeframe outlined by the Department therefore an offer was subsequently extended to Cielos. Based on discussion and oral agreement with Cielos, preliminary steps were taken to effect the minimum code required work that would allow Cielos quick occupancy and limited aircraft maintenance capability. These efforts were short lived because the Department had to offer this facility as a replacement for the tenant of Bldg. 861 whose roof was severely damaged by the 2005 hurricanes. This coupled with the anticipated disruptions of the upcoming Tract 1 Drainage Project in the same area made it imperative that Commercial Jet, the tenant, relocate.

At the present time, the Department and Commercial Jet have tentatively agreed upon Commercial Jet's relocation to Building 896. The parties are currently negotiating the terms by which Commercial Jet will occupy Building 896. The Department and Aeroterm/Cielos are currently negotiating over the terms by which Cielos will be able to occupy Building 890 in conjunction with Aeroterm/Cielos' plans to construct a cargo warehouse facility on the northeast corner of MIA formerly occupied in part by Atlas.

Building 896 (Fine Air Hangar)

Building 896 is a large single tenant three bay hangar of approximately 90,000 square feet capable of handling older generation narrow body aircraft such as B-727 size aircraft. It has approximately 56,000 square feet of office, shop and storage space along the north side of the hangar and three additional floors each with approximately 40,000 square feet. Floors two through four were previously used for office and shop areas.

Required modifications to the existing hangar areas include the demolition

of a non-code compliance office areas and upgrades to the deluge fire suppressant system before full occupancy. The facility's second, third and fourth floor office and shop areas also require extensive renovation and code upgrades. The entire building is subject to the 40 year recertification. These improvements are estimated to cost several million dollars. Again, renovation was not begun as the policy at the time was not to upgrade a facility unless there was an executed lease agreement with a prospective tenant for the facility.

In 2005 the hangar generated interest from IBC Airways and F&E Aircraft Maintenance for parts of the hangar. Miami Tech and Cielos Airlines expressed an interest in the hangar as well but withdrew after they learned that the facility was unable to accommodate DC-10 aircraft used by Cielos and the clients for Miami Tech. Platinum Air later requested to lease the entire facility under a phased occupancy plan. The Platinum Air proposal was placed on hold due to the need to find a temporary home for Commercial Jet pending its possible relocation to Bldg 890. As discussed above, the current plans are for Commercial Jet to occupy Building 896 with Aeroterm/Cielos occupying Building 890.

Building 900 (General Electric Engine Repair Station)

Building 900 is a 450,000 square foot engine repair facility containing overhead lift cranes and three engine test cells. The facility requires 40 year recertification, renovation and code upgrades estimated to cost over \$14 million dollars. The test cells require replacement of baffles in the exhaust stacks, and the instrument controls require upgrade and/or replacement, before the cells can be operational. The facility suffered some roof damage from hurricanes Katrina and Wilma and repairs are underway.

In 2005 the facility generated interest from Aerothrust, Alcade & Fay, Venezuelan Airlines, and Wings Aviation. Most of these inquiries, however, were limited to the test cell portion of the facility. Wings expressed an interest in other areas of the building. Aerothrust submitted a plan for use of the 100,000 lb thrust test cell and eventual occupancy of at least 80% of the building which entailed relocating their entire operation. However, its plan also required leaving its plating shop in the building they currently occupy. Allowing the plating shop to remain in its current location would in essence render the building unleaseable to another party unless considerable work was undertaken at a high expense to the Department.

Major funding for the repairs to Building 900 has been contingent upon a new tenant's commitment to a long term agreement with the Airport. This

building is also in the footprint of proposed development of the NE portion of MIA. Therefore, investments by the Department are not an option until resolution of the proposed development is achieved.

KENDALL-TAMIAMI EXECUTIVE AIRPORT GENERAL DESCRIPTION

Located in south-central Miami-Dade County, Kendall-Tamiami Executive Airport offers fast and easy access to major business and shopping centers. The Florida Turnpike provides highway access to nearby Ocean Reef resort, the Florida Keys, Everglades and Biscayne National Parks, as well as other recreational areas in Miami-Dade County.

With services by US Customs and Border Protection (CBP) and first-rate fixed base operations and repair stations, the airport is a magnet for an upscale clientele, including flights from Central and South America.

Kendall-Tamiami Executive also houses the Miami-Dade Community College Aviation Program; FAA Part 141 flight schools; FAA Part 145 maintenance repair stations; law enforcement and medical aviation units and is served by an award-winning FAA-staffed control tower.

Since 1995 the airport has been improved by an estimated \$13 million in airport projects including high-mast safety-and-security lighting, new taxiways, aircraft parking area improvements, new airport signage and markings, a new US Customs and Border Protection (CBP) facility and a new Aviation Administration Building.

In addition, privately-financed facility development and upgrading of existing facilities have provided more than 115 T-hangar bays and numerous modern corporate and common storage facilities.

The Miami-Dade Aviation Department is studying the extension of the primary instrument runway, 9R/27L from 5,002 to 7,300 feet, with an estimated completion in 2009. Such an extension would enhance the airport's ability to fulfill its role as a general aviation reliever to Miami International Airport, and would provide an excellent operational alternative for both transient and based business aircraft of more advanced technology, commonly used by corporations and businesses.

SUMMARY OF AIRPORT OFFERINGS

- Aircraft charter and catering
- Aircraft maintenance and repairs including airframe, power plant and avionics
- CBP services daily, 11: 00 a.m. – 7:00 p.m.(DST) and 10:00 am – 6:00 pm (EST)
- Full FBO services
- No landing fees
- Self-service fueling
- Skyline Grill
- Wings Over Miami Museum

1.3 PROJECT SCOPE, TERM, INVESTMENT AREAS AND GOALS/OBJECTIVES

Miami-Dade County (the "County"), as represented by the Miami-Dade Aviation Department ("MDAD"), is pleased to invite proposals from qualified investor entities to finance, construct, renovate, manage and/or operate projects in the Investment Areas two (2) through eight (8), whose locations are listed below, consisting of undeveloped land and/or existing structures within the boundaries of MDAD's airports, and airport surplus parcels located outside of the boundaries of MDAD's airports.

The Department is offering Investment Areas 2 through 8 below for aviation and/or aviation-support investments under a Public-Private Investment arrangement. Project investments may range from approximately \$4 million to \$50 million per project but could exceed \$50 million for larger projects. The Department will take under consideration for review all aviation and aviation-support investment proposals that are compatible with the Airport's development goals **excluding fixed-based operations (FBOs)** at MIA which are not considered acceptable investment projects under this RFP.

TERM:

The length of the term of any resulting development agreement will be a negotiation item. However, the term will be consistent with the proposed business terms. As a part of this Proposal, Proposers are required to complete and submit a separate proposal for each investment Area, including an Appendix J "Price Proposal" form for each Investment Area being proposed for investment/development by the same Proposer. Each Price Proposal will reflect the Proposer's projected total payments to MDAD for each Investment Area beginning from the Lease Effective Date, and continuing for each of the next 20 years (even if the term of the

proposed agreement exceeds 20 years) in order for MDAD to compare competing proposals.

INVESTMENT AREAS:

Area 1: MIA Central Base [RESERVED]: This Investment Area including Buildings 3095 and 3094 and the surrounding buildings is reserved and has been set-aside for future development and is not available for development under this RFP. MDAD will issue a separate solicitation document in the near future for the investment and development of this Investment Area.

***Areas 2: MIA NORTHSIDE:** This area contains a total of 14.09 acres comprised of MIA Buildings 880, 881, 882, 883, 884, 885, 886, 887, 888, & 888A, which form a rectangular parcel fronting N.W. 36th Street. This area was developed with automotive maintenance, welding, carpentry, shops, simulator bays and utility facilities. In particular, Building 881 was built as Eastern Airlines' Flight Academy and consists of office space contained in seven (7) floors with a total of 170,336 square feet. There are only two (2) tenants, Embry-Riddle and Miami-Dade College. The majority of the space, approximately 155,000 square feet, is vacant due to extensive renovation requirements. Building 882 formerly housed Eastern Airlines' flight simulator and contains two (2) floors of approximately 12,920 square feet. Building 883 was built as MIA's post office and later Eastern Airlines adapted the building to other uses. It consists of two (2) floors of approximately 13,751 square feet. Building 884 was built as Eastern Airlines' employee cafeteria. It is a one (1) floor structure containing approximately 21,802 square feet. These buildings are inside MIA, south of NW 36 St. and East of theoretical N.W. 49 Avenue. This area also includes developed land around and including MIA Building 874. MIA Building 874 consists of a two (2) story building formerly housing Pan Am's International Headquarters and is now used as a multi-tenant office building containing approximately 21,273 square feet, located inside of MIA on the Northside, south of NW 36th St. and near to theoretical N.W. 49th Avenue. Please note that Building 874 has been closed due to the recent determination that high levels of mold exist throughout the building. It is the Proposer's responsibility to conduct a mold assessment of Building 874 prior to submitting a Proposal for this Investment Area.

Area 3: MIA N.W. 72 AVE. & 12 ST: This parcel covers approximately 16 acres of undeveloped land outside of the perimeter fence on the Southwest corner of MIA. It is composed of four folio numbers: 30-3035-000-0126, 30-3035-000-0123, 30-3035-000-0124, and 30-3035-000-

0122. It is presently being used as a parking lot. It borders NW 72 Avenue on the West, NW 12 Street on the South, MIA on the North, and privately owned warehouses on the East, and is zoned Industrial.

Area 4: MIA PALMETTO & MILAM DAIRY ROAD: This parcel covers 24.86 acres of undeveloped land outside of perimeter fence on the Westside of MIA. It is composed of 7.29 acres of folio number 30-3035-000-0090, and 17.57 acres of folio number 30-3035-000-0072. The land is bordered by Milam Dairy Road on the East and the Palmetto Expressway on the West, and it is zoned industrial. The proximity to MIA's runways create building height restrictions which are approximately between 35-40 feet above mean sea level ("AMSL") for the part in folio 30-3035-000-0090 and between 50- 140 feet AMSL for the part in folio 30-3035-000-0072.

Area 5: MIA N.W. 36th STREET and N.W. 72nd Avenue PARCEL: This parcel covers 2.38 acres of undeveloped land at the NE corner of NW 72 Ave. and 36 St. It is located outside of the MIA fence and is zoned Industrial.

Area 6: MIA Airbus: This parcel covers 5.77 acres of land in Miami Springs north of NW 36th Street, outside the perimeter fence. It is used as a fenced parking lot and is composed of two (2) parts: 3.75 acres north of the Airbus facility and 2.02 acres to the West of the Airbus facility.

Area 7: Kendall-Tamiami Airport (TMB): These two (2) parcels cover 40 acres of undeveloped land at the entrance of TMB. Any non-aviation projects may require at a minimum a traffic concurrency process and at a maximum a full DRI process.

■Area 8: Kendall-Tamiami Airport (TMB): This parcel consists of 83.21 acres of undeveloped land on the west side of TMB. Any non-aviation projects may require at a minimum a traffic concurrency process and at a maximum a full DRI process.

*Of the Investment Areas listed above, Area 2 provides airside access to the taxiways and runways of MIA. Development on this Area is expected to involve facilities or activities that require airside access for their operations and therefore qualify as an aviation-use project consistent with MDAD's MIA Airport Layout Plan (ALP) included in the Request for Proposals (RFP) as Appendix L.

MDAD reserves the right to withdraw any of the Investment Areas from development if the proposed development is totally inconsistent with the planning and potential aviation-use of the airport to which the Investment Area pertains.

Location maps of the Investment Areas are included in this Request for Proposals (RFP) as **Appendix K**.

In offering certain land for new development and existing structures for redevelopment, the Department has considered those assets at its airports that will contribute the most towards improving and affording services to the aviation industry while providing the highest and best financial return to the Department. A key goal of the Department is to maximize its revenue potential from its real estate assets.

Airport investment projects may utilize undeveloped land and/or existing structures within the boundaries of the airports, or airport surplus parcels located outside of the boundaries of the airports (collectively referred to as "Department Land & Structures"). Development projects shall be constructed on the Department's Land or may consist of the rehabilitation of its existing Structures. **For new construction projects, the Development Agreement shall contain a reverter clause returning improvements to the County at the expiration or termination of the lease. Where applicable, the Proposer working in collaboration with the Department, shall, as part of its project cost, make equitable arrangements with any existing tenants located in an Investment Area, consistent with FAA policies.**

Proposers are invited to submit proposals for the investment in one, or multiple Investment Areas. If there is any deviation in the composition of the Proposers submitting a Proposal between any of the multiple Investment Areas, a separate Technical Proposal is required so as to identify the Proposers for any particular Investment Area.

The Department's goals for Proposer's investment in the Department's Investment Areas are:

- 1 To obtain investments in projects which will generate the highest financial return to the Department, as well as provide a long-term source of income for the operation of its system of airports; and
- 2 To achieve a functional and aesthetic integration of the airport and the proposed investments and to encourage and facilitate the use

and accessibility of both; and

- 3 To focus density and stimulate activity around the airport, and to encourage patronage of the airport in general.

Though the County will maintain ownership of the land as well as derive financial remuneration from these projects, each investment project will be privately owned and managed. Therefore, each proposal must take into account the long- range costs and responsibilities of managing, operating and maintaining the investment.

1.4 NO PARTNERSHIP RELATIONSHIP

The relationship between the County and a Proposer selected for a particular project will be on a landlord and tenant basis and not on a partnership, joint venture or principal/agent basis. The Proposer will be responsible as an independent contractor for all obligations arising out of the Development Agreement that is negotiated with the County, and in no event will the County be liable for any Proposer obligations except as may be specifically set forth in the Development Agreement.

1.5 RENTALS, PAYMENTS AND REPORTS

Minimum Annual Guarantee (MAG) Payment

As consideration for the privilege to engage in business at the Airport, the Proposer shall pay the Department the Minimum Annual Guarantee ("MAG") payment as provided in Proposer's completed Appendix J "Price Proposal" which shall be paid in U.S. funds, prorated and payable in twelve equal monthly payments ("Minimum Monthly Guarantee" or "MMG") on or before the first day of each month, in advance, without billing or demand, plus applicable taxes as may be required by law.

The monthly MAG payments as provided on the Appendix J "Price Proposal" to the Department shall commence upon DBO for each Investment Area. The portion of fees paid to the Department that represent the MAG payment is non-taxable to the extent acceptable to Florida's Department of Revenue.

MAG payments will be comprised of Initial and/or Regular Rent and a percentage of Gross Revenues ("Gross Revenues" are defined as revenue from rent, marketing, sales, or any other source of revenue that may be generated from the Proposer's proposed investment under this RFP), as provided on the Proposer's Appendix J "Price Proposal" to the Department, and are payable on a monthly basis.

Any percentage of revenues that are not paid in accordance with the Proposer's proposed MAG after being determined by the annual audit report of Gross Revenues are considered as having been due on the tenth (10th) day of the month following the month during which the portion of unpaid MAG attributable to unreported Gross Revenues were received or accrued. Proposers will be required to make full payment of the unpaid portion of the MAG as determined by the annual audit report by the 10th day of January of each year following the DBO for each Investment Area.

Security Deposit

The Department will require a Security Deposit for land and any existing buildings located within an Investment Area to be leased to the Proposer as defined in the specific Development Agreement applicable to the Investment Area.

1.6 NATURE OF AGREEMENT FOR A PROJECT; ACCEPTANCE OF STANDARD TERMS AND CONDITIONS

The Department intends to carry out these developments under one of the following two arrangements: (i) New Construction projects will be carried out under a Build (which includes design), Operate and Transfer (BOT) arrangement. Under the BOT arrangement, the Proposer shall lease the land, build and operate the facility for a prescribed period of time, and thereafter transfer the ownership of the facility to the Department; or (ii) Rehabilitation of existing structures will be carried out through a Lease-Develop-Operate (LDO) arrangement. Under the LDO arrangement, the Proposer shall lease the Land and Structure, rehabilitate and/or further develop the land or structure, operate the facility for a prescribed period of time, and at the end of the lease term transfer whatever ownership it may have in the facility built by the Proposer back to the Department. In either or both arrangements, the Department will retain its ownership interests in the land and status as landlord and thus retain an interest in the development together with any OPPORTUNITY TO SHARE IN THE REVENUES AND GROWTH OF THE DEVELOPMENT. Each Development Agreement for a project will be specifically tailored to that project. Because each project will have differing facilities, with separate goals, and with a need to fulfill certain requirements of the Department at the time the project is submitted, the Development Agreement for the project will have terms that vary from the terms of another project. However, in an effort to demonstrate in general the terms that could apply to a project, attached hereto as Appendix H is a Development Lease Agreement form that has been used by MDAD for an air carrier's development project at MIA in the past. PROPOSERS ARE ADVISED THAT THE AGREEMENT FOR A PROJECT SUBMITTED WILL DEFINITELY CONTAIN BUSINESS TERMS DIFFERENT FROM THE

BUSINESS TERMS CONTAINED IN APPENDIX H, AND PROPOSERS MAY NOT ASSUME THAT THE BUSINESS TERMS OF APPENDIX H WILL BE THE BUSINESS TERMS THAT WILL APPLY TO A PROJECT SUBMITTED.

However, Proposers are advised that there are certain provisions and conditions of any development agreement at an airport that will definitely apply to a project, such as, but not limited to, indemnity provisions, insurance requirements, performance and payment and contract bond provisions, compliance with Affirmative Action and Small Business Enterprise requirements, compliance with Departmental design and construction guidelines, compliance with the Department's then-current Tenant Airport Construction Non-Reimbursable program requirements (Appendix I), and security requirements based on federal security regulations as may then apply. Proposers are advised that these standard clauses are not subject to negotiation and change, and by participating in the RFP a Proposer agrees that such standard clauses, as they may need to be amended from time to time during the term of the Agreement to meet Federal or Airport requirements, will become a part of the agreement applicable to the project submitted by the Proposer.

The Development Agreement award, if any, shall be made to the Selected Proposer whose proposal shall be deemed by the Board of County Commissioners to be in the best interest of the County. The Board of County Commissioners' decision whether to make the award, and which proposal is in the best interest of the County shall be final unless vetoed by the Mayor of Miami-Dade County within ten (10) days after the Board's determination.

Upon commencement of a BOT or LDO Agreement with the Department, the Department will require the Proposer to complete its project investment and development within thirty-six (36) months of the Development Agreement date evidenced by a Temporary Certificate of Occupancy ("TCO") or Certificate of Occupancy ("CO"). Because projects will vary depending on their complexity and any required project phasing, the time limit to complete the project investment and development will be separately determined by the Department. Penalty Rent and/or cancellation of Development Agreement may occur if these timeframes are not met.

All terms of the Development Agreement shall be subject to the review and acceptance by the Federal Aviation Administration (the "FAA"). However, the Development Agreement will provide for both parties to amend the agreement in a manner so as to correct any concerns raised by the FAA; if the amendment required by the FAA is unacceptable to the Proposer, the Proposer will have the option of terminating the agreement.

Upon conclusion of the lease term and any applicable extension of the term, and upon the transfer of the improvement(s)/facility(ies) back to the Department, the County may lease the facilities to any interested party on terms acceptable to the Department, but the Proposer that constructed and managed the project will have the first option to lease the facilities on mutually acceptable terms that reflect, at a minimum, terms and conditions then applicable to development projects or existing facilities at the Airport where the project is located.

There shall be no subordination of the County's fee simple interest in the land to the lien of any Leasehold Mortgage or Subleasehold Mortgage financing nor shall the County be required to join in such mortgage financing. No Leasehold Mortgagee or Subleasehold Mortgagee may impose any lien upon the Landlord's fee simple interest in the land.

The Selected Proposer will be required to obtain all necessary permits and pay all required fees. The Selected Proposer shall be responsible for all expenses incurred in connection with the proposed development including, but not limited to, surveying, platting, application fees, etc. All off-site public improvements required for development of the Site (streets, street widening, streetlights, sidewalks, water/sewer mains, landscaping, etc.) will be the responsibility of the Selected Proposer. Extension, relocation, upgrading or connection of new utilities, passenger facilities and any other MDAD or County facilities, if necessary, will be the Selected Proposer's responsibility. All development fees imposed by any municipality, the County or any other agency or appropriate jurisdiction in connection with the development will be the responsibility of the Selected Proposer.

County-accepted surety performance and payment bond (Appendix P) and possibly a contract completion bond (Appendix Q) approved by the Department will be required for the construction phase of a project. No construction will commence without possession of all appropriate approvals and permits from all governing jurisdictions; however, Miami-Dade County retains all of its sovereign prerogatives and rights as a county under Florida laws and shall not be estopped from withholding or refusing to issue any approvals of and applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the design, construction and development of the improvements provided for in the lease. Miami-Dade County is not obligated to grant any applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the design, construction and development of the improvements provided for in the Development Agreement.

1.7 MINIMUM QUALIFICATIONS

The County is seeking Proposals from experienced investors with a proven track record of undertaking and successfully accomplishing project investments of the following similar scope, cost, and complexity of schedule:

- (A) Proposers must have participated as a principal in a commercial real estate development project in the last five years, at a minimum investment of \$4 million, where either the Proposer separately or in conjunction with its current or joint venture partners in such investment, also successfully developed/constructed and managed/operated the facility or facilities, as demonstrated in Appendix B.

- (B) Previous experience in financing, renovating, constructing, managing and operating comparable projects will be a factor in the evaluation of the proposals as demonstrated on Appendix B. The County may evaluate previous experience collectively and/or separately for each member/entity of the investment team. The Proposer must have the requisite authority to submit the proposal and negotiate and execute any resulting agreement(s). The County will only negotiate and subsequently award a Development Agreement under this RFP to the legal entity that submits the proposal. All Development Agreements resulting from such negotiations will be subject to the approval of the Board of County Commissioners. Proposals should offer an investment in the Investment Area so as to bring it to its highest and best economic development and aviation and/or aviation-related use supported by the market. The proposed project must provide functional and aesthetic integration of the Investment Area with the Airport associated with the Investment Area so as to encourage use of the Airport and must comply with all applicable local, state and federal regulations, construction codes and Miami-Dade Aviation Department Design Guidelines, as well as be consistent with world-class standards for international airports and capable of accommodating both the present and future needs of the Department's airports.

1.8 CONTRACT MEASURES

As a condition of award, the Selected Proposer will be required to comply with applicable contract measures which may include: (a) a Community Business Enterprise ("CBE") goal for architectural and engineering services; (b) a Community Small Business Enterprise ("CSBE") goal for

construction services; (c) a local workforce hiring provision under the Community Workforce Program ("CWP") goal which requires that a percentage of the workforce performing construction trade work and labor on capital construction be residents from designated target areas; (d) a Disadvantage Business Enterprise ("DBE") goal for construction services; and (e) Airport Concession Disadvantaged Business Enterprises ("ACDBE") goals for concession activities.

All other applicable rules, procedures, regulations applicable to privately-funded projects on airport properties will apply.

SECTION 2.0 RFP SUBMITTAL PROCESS

2.1 RFP AVAILABILITY

Copies of this solicitation package can be obtained through the MDAD, Contracts Administration Division, in person or via courier at 4200 NW 36th Street, Building 5A, 4th Floor, Miami, FL 33122, or through a mail request to P.O. Box 025504, Miami, FL 33102-5504. The cost for each solicitation package is one hundred (\$100.00) **(non-refundable) check or money order** payable to: Miami-Dade Aviation Department. Each Proposer or its authorized representative shall provide a "Confidentiality Affidavit," Appendix R, which will be signed and notarized, certifying that the company and each employee agrees to keep in confidence and not reveal any portion of any documents provided to or made available to the Proposer by MDAD and identified by MDAD as being confidential; in addition, such confidentiality obligation shall automatically extend to any building plans, blueprints, schematics, drawings, and diagrams, including draft, preliminary, and final format documents which depict any internal layout or structural elements of a building or other structure owned or operated by the County, specifically including, but not limited to, MDAD facilities at any airport. Proposers are also reminded that there are severe federal penalties for disclosure of any information deemed by the federal government to be security sensitive information ("SSI").

Proposers who obtain copies of this solicitation from sources other than MDAD's Contracts Administration Division risk the potential of not receiving addenda, since their names will not be included on the list of firms participating in the process for this particular solicitation. Such Proposers are solely responsible for those risks and the County bears no liability for a Proposer's failure to have all issued Addenda. **(See Section 2.4)**

2.2 PROPOSAL SUBMITTAL

An original and nine (9) copies (a total of 10) of the complete Proposal (Technical Proposal and Price Proposal) must be received by the due date as specified in the advertisement for this RFP ("Proposal Due Date"), as may be amended by Addendum. The original and all copies must be bound, with the **Technical Proposal packaged separately from the Price Proposal** and with each Price Proposal for an Investment Area bound separately from other Price Proposals for other Investment Areas and submitted in an envelope or container stating on the outside the Proposer's name, address, telephone number and RFP number, RFP title, and Proposal Due Date to:

**Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, FL 33128-1983**

The Proposal must be signed by an officer of the company, who is legally authorized to enter into a contractual relationship in the name of the Proposer, and the Proposer must affix their company's corporate seal to the documents. In the absence of a corporate seal, the documents must be notarized by a Notary Public. The submittal of a Proposal by the Proposer will be considered by MDAD as constituting an offer by the Proposer to perform the services outlined in this RFP and that the Proposer will honor the terms and conditions herein.

Hand-carried Proposals may be delivered to the above address **ONLY** between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday excluding holidays observed by the County. The Proposer is responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

2.3 PROPOSAL FORMAT AND REQUIREMENTS

A) INSTRUCTIONS TO THE PROPOSERS

The Proposer should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics) are to be submitted on 8 ½" X 11" pages, neatly typed on one side only, with normal margins and spacing. All documents and information must be fully completed and signed as required. Proposals that do not include the required documents may be deemed non-responsive and may not be considered by the Committee.

B) CONTENTS OF PROPOSAL

The Proposal must consist of two (2) separate parts: (A) Technical Proposal, and (B) Price Proposal, as follows:

1. TECHNICAL PROPOSAL (Part A)

Technical Proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the submittal. No price information is to be included with the Technical Proposal. A Technical Proposal must include the following information:

a) Questionnaire Form

The "Questionnaire Form" (**see Appendix A**) is to be completed and signed by an authorized officer of the Proposer submitting the Proposal.

b) Table of Contents

The table of contents should outline, in sequential order, the major areas of the Technical Proposal. All pages of the Technical Proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

c) Executive Summary

The executive summary shall briefly and concisely describe the basic services offered by the Proposer; the Proposer's ability to perform the work requested in this RFP; a history of the background, experience and qualifications of the Proposer and the Subcontractors/Subconsultants; the qualifications of the Proposer's personnel to be assigned to this project; and, any other information called for by this RFP, which the Proposer deems relevant. The executive summary should be no longer than two (2) pages.

d) Proof of Minimum Qualifications

The Proposer shall verify its ability to satisfy all of the minimum qualification requirements. A Proposer who does not meet the minimum qualification requirements of Section 1.6(A) will not be considered by the Committee.

e) Proposer Information

- i) The Proposer shall describe its specific policies, plans, procedures or techniques to be used in providing these

types of services. (See Section 1.2, "Scope of Services"). The Proposer shall also describe its approach to project organization and management, and the responsibilities of Proposer's management and personnel that will perform work pursuant to any project offered during the term of the agreement.

- ii) The Proposer shall provide an organizational chart including titles for all personnel expected to be assigned to this project. The chart must clearly identify the Proposer's key personnel. Key personnel include all partners, managers, seniors, and other professional staff that will participate in this project.
 - iii) The Proposer shall describe its key personnel's experience, qualifications, functions to be performed and other vital information including relevant experience on previous similar projects. The Proposer shall also provide resumes of key personnel, and its executive and managerial staff with job descriptions, functions, dates of employment and other detailed qualification information.
- f) Proposer's Experience, Past Performance, Litigation, Convictions, Indictments, or Investigations, Affiliations, and References
- (i) Experience: The Proposer shall provide a history of its background and experience in providing airport and non-airport investments and/or development, and shall state the number of years that it has been in existence, the current number of employees, and the primary markets served.
 - (ii) Specific Project Experience: The Proposer shall provide a detailed description of comparable developments (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past five (5) years with development values of at least \$4 million. For each comparable development, the Proposer should identify: (1) the airport or aviation client, (2) a description of the work performed, (3) the total dollar value of the investment, (4) the investment duration, (5) the airport or aviation client contact person and telephone number for reference, (6) a statement or notation of whether Proposer(s) is/was the primary investor or consultant/contractor or subcontractor/subconsultant, and (7) the results of the project, and (8) should list and provide evidence showing that any one of its projects has created opportunities to increase economic activities at airports where they have

completed investments and/or development activities. Examples may include the ability of Proposer to secure new tenants and attract new companies to the airport, create new lines of business or opportunities, create added value, etc., as a result of its investment and/or development at the airport. A written statement from airport directors and/or governing officials to support Proposer's claim for any one of its projects meeting this criteria will be considered satisfactory evidence. The Proposer shall also list and describe any projects performed for government clients or similar sized private entities, and any work performed for the County.

The Proposer shall provide customer references (see Appendix B) for similar projects, in scope and magnitude, preferably in an airport environment, which the Proposer has either ongoing or completed within the last five (5) years.

- (iii) **Additional Experience:** The Proposer shall describe any other experiences or information related to the Scope described in Section 1.2.
- (iv) **Past Performance:** List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with County Ordinance No. 98-42, which requires that "a Bidder's or Proposer's past performance on County contracts be considered in the selection of consultants and contractors for future County contracts." The Proposer must list and describe all work performed or being performed for Miami-Dade County, including the name of the County department which administers or administered the contract(s); the contact person(s) on the contract(s) and their contact telephone number(s); the dates covering the term of the contract(s); the dollar value of the contract(s), whether or not the County contract was audited by the County and the results therefrom, and the name, address, telephone number, responsibilities and employment status of the management team.
- (v) **Litigation:** The Proposer shall describe any prior or pending litigation, in which (1) the Proposer, (2) any member of a joint venture, (3) Subcontractors, (4) any of those entities' subsidiaries, affiliates or parent companies, or (5) any of those entities' employees is or has been involved within the last ten (10) years which arise out of their employment. If so, give details.

- (vi) **Convictions, Indictments, or Investigations:** The documents shall state whether the organization of the Proposer or any of its directors, officers, partners or supervisory personnel including those of any Joint Venture has ever been party to any criminal action relating directly or indirectly to the general conduct of the business of the Proposer herein and shall identify any criminal convictions or civil judgments for the last the (10) years, and pending criminal indictments or governmental/regulatory investigations. Such information must include: (1) nature of the offense; (2) sentence, fines, restitution or probation imposed; (3) jurisdiction of occurrence; (4) indicting or investigative authority; and (5) status of indictment or investigation.
- (vii) **Affiliations:** Please state whether the Proposer, any Principal of Proposer, any family, member of any Principal, or any person or entity with which such person has a business relationship, has or had within the last ten (10) years: (1) directly or indirectly a business relationship with Miami-Dade County (including Miami-Dade Aviation Department); (2) directly or indirectly receives or received revenues from Miami-Dade County (including Miami-Dade Aviation Department); or (3) directly or indirectly receives or received revenue from the result of conducting business on County property or pursuant to any contract with the County. Please describe such relationship. Proposer shall also list any wholly-owned subsidiaries.

Please also state whether the Proposer, any Principal of Proposer or any of their family members has or had with the last ten (10) years, a direct or indirect business relationship with any elected or appointed County official or an affiliate or with any County employee or any affiliate, and fully describe such business relationship.

- (g) **References:** The Proposer shall provide customer references (see Appendix B) for similar projects, in scope and magnitude preferably in an airport environment, which the Proposer has either ongoing or completed within the last five (5) years.
- (h) **Subcontractors/Subconsultants Performing Services:** The Proposer shall also include a list of the names and addresses of all expected major first tier Subcontractors/Subconsultants, and describe the extent of work to be performed by each one. The Proposer shall include resumes for the Subcontractors/Subconsultants' key personnel.

- (i) Proposer's Direct Involvement and Experience in the Investment and/or Development of Commercial Real Estate Projects for the past five (5) years.

The list should contain, at a minimum, the following items, including, but not limited to, types and descriptions of commercial real estate projects. Please separate by types of projects performed for airports, government clients or similar size private entities and any work performed for the County:

The description should identify for each project:

- (i) the airport or aviation client,
 - (ii) description of work,
 - (iii) total U.S. Dollar value of the investment amount, including the percentage of Proposer's investment of the total project costs and the Proposer's project financing structure and financing sources,
 - (iv) investment duration,
 - (v) airport or aviation customer contact person and phone number for reference,
 - (vi) statement or notation of Proposer's role and whether Proposer is/was the prime investor or contractor or subcontractor or subconsultant, or only investor, and whether the Proposer was part of a Joint Venture;
 - (vii) types of project participation by Proposer:
 - (1) Financing only;
 - (2) Development and/or Construction only;
 - (3) Acquisition only;
 - (4) Operate and Manage only;
 - (5) A combination of all items in this item vii, (1) through (4), identified by percentage of Proposer's participation in each item;
 - (6) Proposer's participation as Joint Venture partner in any of the above items (1-5); and
 - (viii) Project outcome.
- j) Proposer's Record of Competitively and Timely Completion of Projects
- (i) Whether the projects listed under item 2.3(B)(1)(i) above, were completed within the construction

contract period? **Refer to Appendix B.**

- (ii) Whether the projects listed under item 2.3 (B)(1)(i) above, were completed within contract budget. **Refer to Appendix B.**

(1) If any project listed under this item, was not completed within contract budget, please explain the circumstances.

(2) If two or more projects listed under this came in under project budget, please explain how Proposer achieved cost savings that resulted in the project coming in under contract budget.

(k) Proposer's Financial Capacity

The financial background of each Proposer will be a major factor in this evaluation process. The Proposer should provide the following:

- (i) Audited financial statements for the Proposer's most recent three (3) fiscal years, 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 most recent audited financial statements and include an explanation for any material changes in the financial condition.
- (ii) A list of Proposer's banking and/or financing references, and proof of its recent financial activities such as minimum lines of credit and its borrowing capacity.
- (l) Narrative Description of Each Project Proposed for each Investment Area:
The Narrative Description of each project proposed under this RFP by Investment Area(s), should include as a minimum, but shall not be limited to, project description of proposed work; total U.S. Dollar value of project cost investment; Proposer's role in project; Proposer's investment of the total project costs; the type of financing that will be used to fund the project; whether Proposer has tenants in place to lease project when completed; a project schedule and how the project will achieve a functional and aesthetic integration of the airport and encourage or stimulate activity in and around the airport.
- (m) Submission of Required Documentation

The Proposer must complete, sign as required, and submit the following documents as part of its Proposal, which are included as attachments to this RFP:

- Appendix A:** Proposer's Questionnaire Form
- Appendix B:** Proposer's Certification Form
- Appendix C:** Acknowledgement of Addenda
- Appendix D:** Lobbyist Registration for Oral Presentation
- Appendix E-1:** Single Form Execution Affidavits
 - Public Entity Crimes Affidavit
 - Debarment Disclosure Affidavit
 - Criminal Record Affidavit
 - Disclosure of Ownership Affidavit
 - Affirmative Action Plan/Procurement Policy Affidavit

- Appendix E-2:** Condition of Award Requirements
 - Single Form Execution Affidavits
 - Disability Nondiscrimination
 - Family Leave
 - Domestic Leave
 - Currently Due Fees and Taxes
 - Drug Free Workplace
 - Current in County Obligations
 - Code of Business Ethics
 - Subcontracting Policies Statement (No format, insert document)
 - Subcontractor/Supplier Listing

 - Proof of Authorization to do Business (No format, insert document)

- Appendix F:** Local Business Preference
- Appendix J:** Price Proposal
- Appendix N:** Proposal Bond Guarantee Form
- Appendix O:** MAG Performance Bond
- Appendix P:** Surety Performance and Payment Bond
- Appendix Q:** Contract Completion Bond
- Appendix R:** Confidentiality Agreement

ADDITIONAL INSTRUCTIONS:

Each Proposer entity that submits a single Proposal proposing investment in multiple Investment Areas shall follow these additional instructions:

- The Proposer shall provide a list of all Investment Areas on which the Proposer is proposing, identifying each Investment Area by number and the Proposer as an Investor/Developer.
- The first Investment Area on which Proposer shall propose shall include a response to all items as required under this Section 2.3(B)(1).
- For each Investment Area in addition to the Proposer's first Investment Area, the Proposer shall provide responses, clearly marked as to the applicable Investment Area, as required under Section 2.3(B)(1).
- Additionally, the Proposer shall submit a separate, sealed and clearly marked Appendix J (the Price Proposal) for each and every Investment Area for which the Proposer wishes to compete.

2. PRICE PROPOSAL - (Part B)

The Proposer must submit as Appendix J the executed Price Proposal for each INVESTMENT AREA(S) in a separate **sealed** envelope or package (**separate from the TECHNICAL PROPOSAL**) clearly marked on the sealed envelope or package "**PRICE PROPOSAL**", together with the Proposer's name, Investment Area number, RFP number and RFP title. The Proposer may submit the separate sealed Price Proposal inside the same container or package together with the separate Technical Proposal. The Proposer's price offer shall be submitted on **Appendix J "Price Proposal."** There are no exceptions allowed to this requirement and no conditions shall be inserted by Proposer on the Price Proposal. If the Proposer wishes to submit an alternate pricing, the Proposer must first submit price in accordance with the **Appendix J "Price Proposal"**, and then include a separate alternate price schedule in a separate sealed envelope marked "ALTERNATE PRICE PROPOSAL" on the sealed envelope and on the first page of the alternate price. Proposers who do not submit price in accordance with this RFP document shall be deemed non-responsive. The alternate price will not be scored for evaluation purposes, but may be considered by the County if the Proposer is selected for

negotiations.

The Price Proposal package shall include:

- One Completed and Signed Appendix J "PRICE PROPOSAL," for each Investment Area together with a list of financial assumptions. Please refer to the ***Example*** Appendix J "Price Proposal" for guidance when completing this form.

The Price Proposal must include an offer of Initial Rent, if any, Regular Rent and Percentage of Gross Revenues, if any, all of which shall be used to calculate MAG. These terms are defined as follows:

a. Initial Rent:

The period between the Lease Effective Date and the first DBO issued for any improvement on the Investment Area shall be referred to as the **Initial Rent Period**, which period shall not exceed thirty-six (36) months from the Lease Effective Date. While not required, investors are encouraged to demonstrate their commitment to expedite development of the premises by paying an **Initial Rent** during the **Initial Rent Period**. Such **Initial Rent** may be the equivalent of the current land rent and/or building rent, if applicable, or a portion thereof.

b. Regular Rent:

Notwithstanding any other types of rent proposed by, or negotiated with the Proposer, the rent paid during the period from the DBO to the termination date of the agreement, shall be referred to as **Regular Rent**. Regular Rent consists of land rent and, in some cases when rehabilitation of existing facilities will occur, facility rent, where and if applicable.

The Department anticipates that consistent with current MDAD policy approved by the Board of County Commissioners, both Initial Rent and Regular Rent shall be adjusted annually throughout the term of the Development Agreement and reserves the right to use Fair Market Value (FMV) as determined by a State of Florida certified MAI appraiser engaged by the County. Alternatively, to the extent acceptable to the FAA, the Initial Rent and/or Regular Rent can be fixed at the start of the Development Agreement and thereafter by the annual increase in the Consumer Price Index (CPI) published by the Department of Labor for the following categories; United States, All Urban Consumers, All Items, subject to re-adjustment to FMV periodically, typically every five years. The base of the index computation of

the increase, if any, shall be the month in which the Development Agreement commences, which shall be the Lease Effective Date.

c. Percentage of Gross Revenues

It is expected that Proposers will provide MDAD with a percentage of gross revenues (as defined under Section 1.4 above) generated from the project on an Investment Area. In addition, Proposers are advised that certain aviation activities at MIA require a percentage of gross revenues to be provided as part of the Permit process allowing the activity to take place, such as, but not limited to, cargo handling and food catering activities.

Minimum Annual Guaranteed Rent

As a part of this proposal, Proposers are required to complete one Appendix J "Price Proposal" for each Investment Area being proposed for investment/development to reflect the projected annual total MAG payments to MDAD, beginning from the Lease Effective Date, and continuing for each of the next twenty (20) years. (When completing this form, please refer to the Example Page of Appendix J for guidance.) The Proposer shall provide on the Price Proposal form all of Proposer's financial assumptions which should be consistent with the various business terms of the Proposer's completed Price Proposal. The Price Proposal will be used as the basis for evaluating and ranking each Proposer's PRICE Proposal. (Please refer to Section 4.4 of this RFP entitled "PRICE PROPOSAL EVALUATION")." **For consistency and evaluation purposes only, Proposer must apply a three percent (3%) annual adjustment of its payments over the twenty (20) year period required.**

One Hundred percent (100%) of both the Initial Rent and Regular Rent, and sixty percent (60%) of the percentage of Gross Revenues stated in the Proposer's Appendix J "PRICE Proposal" will become the **Minimum Annual Guaranteed Rent (MAG)** to be paid to MDAD for each year of the same 20-year period of the Price Proposal. Proposer shall be required to provide a MAG performance bond (Appendix O).

NOTE: Failure of Proposer to offer a total price in strict compliance with the above will cause the Proposal to be non-responsive.

Evaluation of all proposals will be based on providing the County with a fair market, arms length, mutually beneficial economic return for the lease and development of the County's property. The County reserves the right to reject any proposal which, in the County's sole judgment, does not offer adequate

compensation for the property interest being offered, nor demonstrates an appropriate degree of risk undertaken by the Proposer.

2.4 ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be submitted in writing via facsimile number (305) 876-8068 and/or email to the designated Contracting Officer herein, located at MDAD, Building 5A, 4200 N.W. 36th Street, 4th Floor, Miami, Florida 33122 at least fourteen (14) calendar days prior to the originally established due date for Proposals. A copy of each request must be separately sent to the Clerk of the Board, as set forth below in Section 2.7. The facsimile cover sheet must contain the RFP number and title, the Proposer's name, address, telephone and facsimile number, and the Proposer's contact person.

MDAD will issue responses to inquiries, and any other corrections or amendments it deems necessary, in written addenda prior to the deadline for Proposals. The Proposer should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP issued by the Contracting Officer. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is a Proposer's responsibility to ensure receipt of all addenda. The Proposer should verify with the Contracting Officer, prior to submitting a Proposal, that all addenda have been received. The Proposer is required to acknowledge the number of addenda (**see Appendix C, Acknowledgement of Addenda**) received as part of their Proposal.

2.5 RESPONSIBILITY OF PROPOSER

It is the sole responsibility of the Proposer to become thoroughly familiar with the RFP requirements affecting the performance of this RFP. Pleas of ignorance by the Proposer of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the Department.

It shall be the responsibility of the Proposer to examine the entire RFP document, and each Investment Area on which a proposal will be made and to become fully informed of the conditions to be encountered from the RFP and the site of the Investment Area.

2.6 PROJECT BRIEFING

A project briefing has been scheduled for the date, time and place specified in the advertisement for this RFP. The purpose of this project

briefing is to review the scope of services and response requirements, and to afford Proposers an opportunity to seek clarifications prior to the due date for Proposals. The Proposer is encouraged to submit any questions they may have, in writing, to the Contracting Officer in advance of the project briefing although questions will be permitted at the Project Briefing.

2.7 CONE OF SILENCE/CONTRACTING OFFICER

CONE OF SILENCE: Pursuant to Section 2-11.1(t) of the County Code and Administrative Order 3-27 ("Cone of Silence Provisions"), as amended, a "Cone of Silence" is imposed upon RFPs, RFQs, or bids starting as of the date of the advertisement and terminates at the time the County Manager issues a written recommendation to the Board of County Commissioners. The Cone of Silence prohibits communication regarding RFPs, RFQs, or bids between: A) potential vendors, service providers, bidders, lobbyists or consultants and the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; B) a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor, County Commissioners or their respective staffs; C) the Mayor, County Commissioners or their respective staffs and any member of the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; D) a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee assigned to this solicitation; E) the Mayor, County Commissioners or their respective staffs and member of the selection committee assigned to this solicitation; F) any member of the County's professional staff and any member of the selection committee therefor.

Section 2.11.1(t) of the County Code and Administrative Order 3-27, as amended, permits oral communications regarding a particular RFP, RFQ or bid for solicitation of goods or services between any person and the Contracting Officer responsible for administering the procurement process for such RFP, RFQ, or bid, provided that the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

The Cone of Silence Provisions do not apply to oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meetings, public presentations made to the Board of County Commissioners during any duly noticed public meeting, or communications in writing at any time unless specifically prohibited by the applicable RFP, RFQ, or bid document. In addition to sending any written communications to the Contracting Officer under Section 2.4 above, Proposers must file a copy of any written communications

with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be submitted via e-mail to the Clerk of the Board at CLERKBCC@MIAMIDADE.GOV. The Contracting Officer shall respond in writing and file a copy with the Clerk of the Board, which shall be made available to any person upon request.

In addition to any other penalties provided by law, violation of the Cone of Silence Provisions by any Proposer to this RFP shall render the Proposer's response to this RFP voidable. Any person having personal knowledge of a violation of the Cone of Silence provisions shall report such violation to the State Attorney and/ or may file a complaint with the Ethics Commission. Proposers should reference the actual Cone of Silence Provisions for further clarification.

All Proposers will be notified in writing when the County Manager makes a recommendation to the Board of County Commissioners.

The Contracting Officer for this RFP is:

Name: Lenora Allen-Johnson
Title: Aviation Senior Procurement Contract Officer
Name of Agency: MDAD – Contracts Administration Division
Physical Address: 4200 NW 36th St. Bldg. 5A, 4th Floor, Miami, FL 33122
Mailing Address: P.O. Box 592075, Miami, FL 33159
Telephone: (305) 876-8065
Facsimile: (305) 876-8068
Email: lallen-johnson@miami-airport.com

2.8 PROPOSAL GUARANTEE DEPOSIT

Each Proposal shall be accompanied by a Proposal Guarantee Deposit of **Fifty Thousand Dollars (\$50,000.00) included with Appendix A, Questionnaire Form**, which shall be in the form of a cashier's check, treasurers check, irrevocable letter of credit, or bank draft drawn on any state or national bank ONLY, payable to Miami-Dade County, Florida, or Proposal Bond Guarantee prepared on the form attached hereto, **Appendix N** duly executed by the Proposer as Principal and having a Surety thereon meeting the requirements set forth herein. No other form of deposit will be accepted.

Proceeds of checks, if submitted as the Proposal Guarantee Deposit, will be held by the County, with all accrued interest being retained by the County and not payable to the Proposer, and such proceeds will be returned to the unselected Proposers after the County and the Selected Proposer for an Investment Area have executed the Development

Agreement. Proposal Bond Guarantees will not be returned to any Proposer.

After award of a Development Agreement to the Selected Proposer, the Proposal Guarantee Deposit of such Proposer will be held pending receipt of the executed Development Agreement and evidence of insurance as required by the Development Agreement. If a Selected Proposer fails to (a) execute the Development Agreement within five (5) business days after such documents are presented to the Selected Proposer, or (b) provide evidence of insurance within twenty (20) calendar days after notice of the award by the Board of County Commissioners, or (c) provide a Performance Bond as required by the Development Agreement, or (d) begin operations as required by the Development Agreement, the Proposal Guarantee Deposit will be forfeited to the County as liquidated damages to compensate the County for the delay and administrative services resulting from such failures. In such event, the County shall also be entitled, but not obligated, to award a Development Agreement to any other Proposer for the same Investment Area as determined to be in the best interest of the County.

Any Proposal that is not accompanied by the required Proposal Guarantee Deposit, as of the Proposal Due Date, shall be considered non-responsive and ineligible for award.

2.9 MODIFIED PROPOSALS

Any modification to the Proposal by the Proposer shall be submitted to the Clerk of the Board prior to the Proposal Due Date and time. The Proposer shall submit, in a sealed envelope, the modified Proposal forms and a letter, on company letterhead and signed by a representative of the Proposer, stating that the modified Proposal supersedes the previously submitted Proposal. No modifications of a Proposal shall be accepted after the Proposal Due Date and time. The Evaluation/Selection Committee will only consider the latest version of the Proposal.

2.10 WITHDRAWAL OF PROPOSALS

A Proposal may only be withdrawn in writing and must be addressed to the Clerk of the Board prior to the Proposal Due Date and time.

2.11 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Proposals received after the Proposal Due Date are late and may not be opened or considered. Modifications received after the Proposal Due Date and time are also late and will not be considered. Proposals will be

opened on the Proposal Due Date and time. The responsibility for submitting a Proposal to the Clerk of the Board on or before the Proposal Due Date and time is solely and strictly the responsibility of the Proposer. The County is not responsible for delays caused by any form of delivery utilized by the Proposer, including U.S. mail, package, courier service, or by any other occurrence.

2.12 RFP POSTPONEMENT/REJECTION/CANCELLATION

MDAD may, at its sole and absolute discretion, reject any and all, or parts of any and all Proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the Proposals received as a result of this RFP.

2.13 COSTS INCURRED BY PROPOSERS

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. No payment will be made for any responses received or for any other effort required of or made by the Proposer in response to this RFP.

SECTION 3.0 PROVISIONS OF LAW AFFECTING SOLICITATION

3.1 AFFIDAVITS:

A. AFFIDAVITS TO BE SUBMITTED WITH PROPOSAL:

The Affidavits described below are part of a single execution affidavit:

1. Public Entity Crimes Affidavit

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, "Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not receive membership status 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, for

CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.”

2. Debarment Disclosure Affidavit

Section 10-38 of the Code of Miami-Dade County (“the Code”) relates to the debarment of any individual or other legal entity from County work. The Debarment Disclosure Affidavit requires the Proposer to affirm, under oath, that neither the Proposer, its officers, principals, directors, shareholders owning or controlling more than ten percent (10%) or more of the stock, partners, affiliates, as defined in the Code, nor its Subcontractors / Subconsultants, have been debarred by the County. Any individual or entity that has been debarred by the County is prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Proposer’s responsibility to ascertain this information before submitting the Proposal.

3. Criminal Record Affidavit

Pursuant to Section 2-8.6 of the Code, the Proposer must disclose, at the time the Proposal is submitted, if the Proposer or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Proposer who knowingly fails to make the required disclosure or to falsify information.

Following the award of a Development Agreement, if a principal of the contracting entity is convicted of a felony, the County may terminate the contract.

4. Disclosure of Ownership Affidavit

Pursuant to Section 2-8.1(d)(1) of the Code, the Proposer shall disclose under oath their full legal name and business address. The Proposer shall also disclose the full legal name and business address of all individuals (other than Subcontractors / Subconsultants, materialmen, suppliers, laborers, or lenders) that has, or will have any interest (legal, equitable, beneficial or otherwise) in the contract transaction. If the contract is with a corporation, the full legal address shall be provided for each officer, director, and stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract is with a partnership or joint venture, the full legal address shall be

provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary of the trust. Post Office addresses are not acceptable.

In addition, pursuant to Section 2-8.1(d)(2) of the Code, the Proposer shall disclose the composition of its workforce, as to race, national origin and gender, as well as the existence of a collective bargaining agreement with employees. The Proposer must also disclose whether they provide paid health care benefits for its employees.

5. Affirmative Action Plan/Procurement Policy Affidavit

Pursuant to Section 2-8.1.5 of the Code, all firms with annual gross revenues in excess of \$5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development (DBD). The Proposer shall submit with its Proposal the Affirmative Action Plan/Procurement Policy Affidavit, indicating one of the following: (i) that the firm's gross revenues are in excess of \$5 million and the firm has a current Affirmative Action Plan/Procurement Policy on file with DBD; or, (ii) that the firm's gross revenues are in excess of \$5 million and the firm will file an Affirmative Action Plan/Procurement Policy with DBD for approval; or, (iii) the firm's Board of Directors are representative of the population make-up of the nation and is exempt from this requirement; or, (iv) the firm's annual gross revenues do not exceed \$5 million and therefore Section 2-8.1.5 of the Code is not applicable.

B. CONDITION OF AWARD REQUIREMENTS

1. The affidavits described below are part of a single execution affidavit that should be submitted with the Proposal and constitute a condition-of-award. If a Proposer does not submit said condition-of-award affidavits with its Proposal, the Proposer should state in its Proposal when such affidavits will be provided, which shall be submitted no later than the County Manager's memorandum recommending the award of the Development Agreement to the Selected Proposer.

a. Disability Nondiscrimination

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Proposer shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the

Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-placement violation of these Acts may result in the contract being declared void. If any certifying Proposer or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

b. Family Leave

Pursuant to County Resolution No. R-183-00, the Proposer shall, as a condition of award, provide written certification that the firm provides family leave to their employees as required by the County's family leave policy. Failure to comply with the requirements of this Resolution may result in debarment.

c. Domestic Leave

Pursuant to County Resolution No. R-185-00, the Proposer shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

d. Currently Due Fees and Taxes

Pursuant to Section 2-8.1(c) of the Code, the Proposer shall, as a condition of award, verify that all delinquent and currently due fees or taxes - including but not limited to, real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Proposer, have been paid. Failure to comply with this requirement may result in debarment.

e. Drug Free Workplace

Pursuant to Section 2-8.1.2(b) of the Code, no person or entity shall be receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this requirement may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

f. Current in County Obligations

Pursuant to Section 2-8.1(h) of the Code, no individual or entity

shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code, until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Any contract or transaction entered into in violation of Section 2-8.1(h) of the Code shall be voidable. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

g. Code of Business Ethics

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that it has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. If the Entity fails to submit the required affidavit, it shall be ineligible for a contract.

2. Proof of Authorization to do Business

Pursuant to Florida Statutes Section 607.0128 F.S, Proposer must attach a copy of the Certificate of Status or Authorization, and certificate evidencing compliance with the Florida Fictitious Name Statute per Florida Statutes Section 865.09, (if applicable.)

3.2 LOBBYIST REGISTRATION FOR ORAL PRESENTATION

In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, the attached Lobbyist Registration for Oral Presentation Affidavit (**See Appendix D**) must be completed, notarized and included with the proposal submission. Lobbyists specifically include the principal, as well as any employee whose normal scope of employment includes lobbying activities.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee shall list on this affidavit all individuals who may make a presentation. The affidavit shall be filed with

the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for any additional team members with the Clerk of the Board at least two (2) days prior to the oral presentation. Any person not listed on the revised affidavit or who is not a registered lobbyist will not be permitted to participate in the oral presentation.

NOTE: Other than for the Oral Presentation, Proposers who wish to address the Board of County Commissioners, or a County board or Committee concerning any actions, decisions or recommendations of County personnel regarding this RFP must also register with the Clerk of the Board (Form BCCFORM2DOC) and pay all applicable fees.

In accordance with 2-11.1 (s) of the Miami-Dade County Code, prior to conducting any lobbying, all principals must file a form with the Clerk of the Board of County Commissioners, signed by the principal or the principal's representative, providing that the lobbyist is authorized to represent the principal. Failure of a principal to file the form required by the preceding sentence may be considered in the evaluation of this Proposal as evidence that a Proposer is not a responsible Proposer.

The County's Ethics Commission has also adopted rules delineating the responsibilities of lobbyists and County personnel in implementing the requirements of the lobbying section of the Conflict of Interest and Code of Ethics Ordinance (**see Appendix G**). The Proposer shall comply with these requirements.

3.3 CONFLICT OF INTEREST AND CODE OF ETHICS

Pursuant to Section 2.11.1 of the Code, no County employee or his or her immediate family shall be prevented from entering into any contract, individually or through a firm, corporation, partnership or business entity, in which the employee or any member of his or her immediate family has a controlling financial interest with the County, or any person or agency acting for the County, as long as (1) entering into the contract would not interfere with the full and faithful discharge by the employee of his or her duties to the County, (2) the employee has not participated in determining the subject contract requirements, and (3) the employee's job responsibilities and job description will not require him or her to be involved with the contract in any way, including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination or forbearance. However, this limited exclusion shall not be construed to authorize an employee or his or her immediate family member to enter into a contract with the County or any person or agency acting for the County, if the employee works in the County department that will enforce, oversee or administer the subject contract.

Any affected County employee shall seek a conflict of interest opinion from the County Commission on Ethics and Public Trust ("the Ethics Commission") prior to submittal of a bid, response, or application, of any type, to contract with the County by the employee or his or her immediate family. A request for a conflict of interest opinion shall be made in writing and shall set forth and include all pertinent facts and relevant documents. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

If the affected employee or his or her immediate family member chooses to respond to a solicitation to contract with the County, such employee shall file with the Clerk of the Board a statement, in a form satisfactory to the Clerk of the Board, disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a bid, response, or application of any type to contract with the County. Along with the disclosure form, the affected employee shall file with the Clerk of the Board a copy of his or her request for an Ethics Commission opinion and an opinion or waiver from the Board. Also, a copy of the request for a conflict of interest opinion from the Ethics Commission and any opinion or waiver must be submitted with the response to the solicitation to contract with the County.

3.4 BANKRUPTCY

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or is in 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 held to be non-responsive.

3.5 PROPRIETARY / CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of their Proposal will be available for public inspection after opening of Proposals, in compliance with Chapter 119 of the Florida Statutes. The Proposer shall not submit any information in response to this solicitation, which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the Proposal as protected or confidential, the County shall endeavor to redact or return that information to the Proposer to the extent legally permissible, and if appropriate,

evaluate the balance of the Proposal. The redaction or return of information pursuant to this clause may render a Proposal non-responsive.

3.6 ORDINANCES, RESOLUTIONS AND/OR ADMINISTRATIVE ORDERS

To request a copy of any ordinance, resolution and/or administrative order cited in this solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

3.7 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflicts of interest and collusion. The Proposer is presumed to be familiar with all federal, state and local laws, ordinances, codes, rules, regulations, operational directives and other Department procedures that may in any way affect the goods or services offered. The Proposer shall also comply with Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, state and federal directives, ordinances, rules, orders, and laws relating to people with disabilities.

SECTION 4.0 EVALUATION/SELECTION PROCESS

4.1 PROCESS OVERVIEW

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation/Selection Committee, consisting of five members, appointed by the County Manager. The committee will be comprised of appropriate County personnel from multiple departments and members of the community, as deemed necessary, with the appropriate experience and/or knowledge. Whenever reasonable, efforts will be made to ensure that the committee is balanced with regard to ethnicity and gender. It is the responsibility of the Committee to ensure that a Proposal submittal complies with all of the requirements of this RFP and to assess it accordingly.

The proposals will be evaluated in sequential order for all eight (8) Investment Areas starting with Investment Area Two (2) through Eight (8).

4.2 REVIEW OF PROPOSALS FOR RESPONSIVENESS AND RESPONSIBLENESS

Each Proposal will be preliminarily reviewed by County staff for a determination of compliance with the submission requirements outlined in this RFP. A responsive Proposal is one which meets the minimum qualification requirements, follows the requirements of this RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a Proposal being deemed non-responsive by the Office of the County Attorney.

The Committee shall then evaluate the Proposer's Proposal to determine if it is responsible. In making this determination, the Committee shall have the right to investigate the management, operational experience, reputation and business judgment of any Proposer, their affiliates and/or parent company(s), including the conducting of investigations of the officers, directors, principals and stockholders, and to review and investigate all contracts the Proposer has performed for the County or others. The Proposer agrees to provide, upon request, any additional information that may be required by the Committee or the County. In addition, the Committee reserves the right to inspect the facilities at which the Proposer conducts its business and provides services.

4.3 TECHNICAL EVALUATION PROCESS

Evaluation criteria has been established based upon the goals and objectives as provided in this RFP. Based on the written Technical Proposal and oral presentations, if required, the Committee shall rate and rank the responsive and responsible firms on their Proposal based on the criteria listed below; however, if there is only one responsive and responsible firm for any particular Investment Area, the Committee shall not be required to rate and rank the proposal for that Investment Area, and may, in its discretion, recommend the immediate commencement of negotiations for the Development Agreement for that Investment Area. The criteria listed below are not of equal value or decision weight nor are they necessarily ranked in order of importance. The criteria are itemized with their respective not-to-exceed point values for a maximum total of one thousand (1,000) points per each voting Committee member, for all Technical Selection Criteria. A Proposer may receive the maximum points or a portion of this score depending on the merit of its Proposal, as determined by each Committee member in accordance with the criteria listed below. If there is only one (1) responsive and responsible Proposer, the Committee may recommend the rejection of the sole Proposal received.

If the Committee decides not to hold oral presentations, the Committee shall rate and rank the responsive and responsible firms on the criteria listed below:

SELECTION CRITERIA MAXIMUM POINTS

A. Generic Score Applicable to the Proposer Regardless of its Number of Proposals Submitted for Specific Investment Areas

- | | |
|--|-----|
| 1. Proposer's Company Background, Management Resources & Qualifications of its Key Staff and Subcontractors | 125 |
| 2. Proposer's Ability to Demonstrate its Direct Involvement and Experience in the Investment and/or Development of Commercial Real Estate Projects for the last five (5) years | 175 |
| 3. Proposer's Record of Competitively and Timely Completion of Projects | 250 |
| 4. Proposer's Financial Capacity | 300 |
| 5. Proposer's Ability in Past Airport Projects to Successfully Market to and Attract New Businesses and/or Increase Economic Activity in and around Airport | 50 |

B. Specific Score Applicable to each Separate and Specific Investment Area:

- | | |
|--|-----|
| 1. Proposer's Narrative Description of Each Project Proposed by Investment Area(s) that will be used to Determine Merit and Compatibility of the Project to the Airport and compliance with MDAD's Design Guidelines | 100 |
|--|-----|

MAXIMUM TOTAL TECHNICAL POINTS: 1,000 POINTS

Upon completion of the Technical (Quality) criteria evaluation, rating and ranking, the Committee may choose to conduct oral presentation(s) with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on the best rated proposal providing the highest quality of service to the County; scores in clusters; significant breaks in scoring; and/or maintaining competition. Upon completion of the oral presentation(s), the Committee will evaluate, rate and rank the proposals remaining in consideration based upon the written documents submitted and any clarifications offered in the oral presentation.

4.4 PRICE PROPOSAL EVALUATION

After the Evaluation/Selection Committee evaluates the Technical Proposals in light of the oral presentation (if necessary), it will then evaluate the Price Proposals of those Proposers remaining in consideration.

The sealed Price Proposal envelopes of the Proposers remaining in consideration will then be opened in the presence of the Evaluation/Selection Committee. Price Proposals will be considered separately and only after the evaluation of the Technical (Quality) Proposals has been completed by the Evaluation/Selection Committee.

PRICE NET-PRESENT-VALUE (NPV) EVALUATION

- | | |
|--------------------------------------|--------------------|
| 1) Price NPV Proposal Maximum Points | 2,000 total points |
|--------------------------------------|--------------------|

As a part of this Proposal, Proposers are required to complete and submit one Appendix J "Price Proposal" form for each Investment Area being proposed for investment/development by the same Proposer. Each Price Proposal will reflect the Proposer's projected total payments to MDAD, for each Investment Area beginning from the Lease Effective Date, and continuing for each of the next 20 years (even if the term of the proposed agreement exceeds 20 years). Each Price Proposal should be consistent with the various business terms of the Proposer's Proposal and Proposers are asked to list their financial assumptions. The Net Present Value ("NPV") of the twenty (20) year stream of Minimum Annual Guarantee ("MAG") payments proposed under each Price Proposal submitted will be used to determine and rank the highest Price Proposal submitted by Investment Area by calculating the NPV of the 20-year stream of the Minimum Annual Guarantee (MAG) as shown on the Price Proposals, hereafter referred to as the "PRICE NPV". Proposers are reminded that, as provided in Section 2.3 above, the MAG is a combination of the Initial Rent (if offered by the Proposer), the Regular Rent (as required of the Proposer), and the Percentage-of-Gross-Revenues as defined under Section 1.4 above (as offered by the Proposer). As to the Percentage-of-Gross-Revenues portion, the Proposer should state the anticipated gross revenues for each year of the twenty-year period, and then apply the Proposer's proposed percentage rate to such Gross Revenue figure for each of the twenty years. **As part of its evaluation of the Proposer's total MAG payments, (which shall be assumed to be made at the end of each year) MDAD will apply a discount rate of six percent (6 %) to each annual payment.**

Notwithstanding this method of calculating the NPV for ranking purposes, selected Proposer-proponents are reminded that their MAG payments are due monthly under Section 1.4 (Rentals, Payments and Reports) herein.

After the Evaluation/Selection Committee completes the evaluation of the Minimum Qualification and Technical Proposal Form, the sealed Price Proforma Statement envelopes will be opened. The sealed Price Proforma Statement envelopes will be opened in the presence of the Evaluation/Selection Committee and the PRICE Net Present Value (NPV) calculated for each Investment Area. The PRICE NPV will be assigned a maximum of **Two Thousand (2,000) Points** per voting Evaluation Selection Committee member, per Investment Area Proposal. The PRICE NPV will be evaluated in the following manner:

1. The responsive/responsible proposal with the highest PRICE NPV per Investment Area Proposal calculated on the MAG payments will be given the full weight of 2,000 points assigned to the PRICE NPV criterion.
2. Every other responsive/responsible Investment Area Proposal will be given points proportionately in relation to the highest responsive/responsible PRICE NPV. This point total will be calculated by dividing the PRICE NPV of the proposal being evaluated by the highest responsive/responsible PRICE NPV with the result being multiplied by the maximum weight for Price (2,000 points) to arrive at a Price Evaluation score of less than the full score for the PRICE NPV.

Calculation: Calculated PRICE NPV for Specific Investment Area Proposal

(Divided By) Highest proposed PRICE NPV

(Multiplied By) Total Points for PRICE NPV proposal

= PRICE NPV Proposal Score

Example: \$2,560,000 (Value of Proposer's Discounted 20 Year MAG payments)

\$3,500,000 (Highest proposed PRICE NPV for Investment Area)

= **.7314 (result) x 2,000 POINTS**

= **1462.8 Points for Price Proposal for a specific Investment Area**

The calculated points for the PRICE NPV for each Price Proposal on a separate Investment Area will be added to the technical score of the Proposer to arrive at a total score for each Proposal.

The application of the above formula will result in a uniform assignment of points relative to the criterion of rent.

4.5 OVERALL RANKING

Ranking

Each member of the Evaluation/Selection Committee will then determine the overall ranking for a particular Proposer by adding the Price Proposal evaluation score per Investment Area Proposal (maximum of 2,000 points per Proposal) to the Technical (Quality) Proposal evaluation score (maximum of 1,000 points per Proposal) to determine the total score (maximum of 3,000 points per Proposal) applicable to each Proposer's proposal for a specific Investment Area. The total scores determined by each member of the Committee will then be added together to arrive at a total aggregate score for the Proposer for a specific Investment Area for purposes of determining the ranking of scores for the Investment Area. The Proposer with the highest points for the Investment Area will be ranked first. A Proposer can be recommended for award for more than one Investment Area.

In the event the overall ranking is calculated and a tie occurs between the highest rated Proposers, then the first tiebreaker will be consideration of local preference. If after the application of Section 2-8.5 of the Code (Local Preference), is applied and a tie still exists, then the Evaluation/Selection Committee shall be reconvened to hear additional oral presentations from the Proposers with the tied rankings and thereafter each member of the Committee shall award up to five (5) points to each Proposer based on their oral presentations, with each member's award being added to arrive at a total aggregate score, with the highest total aggregate score using just these scores being the score that determines the highest ranking proposer.

Following the evaluation and overall ranking of the proposals, the Evaluation/Selection Committee will forward to the County Manager or designee its rankings of the Proposers as to each Investment Area so that negotiations can commence under Section 4.6 (Negotiations); provided, however, that the Committee shall not forward to the County Manager any sole proposal for an Investment Area that is recommended by the Committee to be rejected as provided in Section 4.3.

4.6 NEGOTIATIONS

Negotiations will be held to establish a Development Agreement for each Investment Area. A Negotiation Committee will be recommended by the Evaluation Selection Committee, and upon appointment and authorization by the County Manager, the Negotiation Committee will proceed to negotiate initially with the highest ranked Proposer for each of the Investment Areas. . If the County and the Proposer cannot negotiate a successful Development

Agreement, the Negotiation Committee may terminate said negotiations and begin negotiations with the next ranked responsive and responsible Proposer for the same Investment Area. This process may continue until a Development Agreement is executed for each acceptable Proposal for a specific Investment Area. All Proposers understand and agree that, because the County reserves the sole discretion to allow development to occur on any Investment Area, the County has the absolute right at its sole discretion to reject all Proposals or any individual Proposal for any or all Investment Areas. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any negotiated Development Agreement, as a result of the RFP, will be submitted to the Board of County Commissioners for its approval. All Proposers will be notified in writing when the County Manager intends to make an award.

Attached as Appendix H is a Development Lease Agreement form that has been used by MDAD for development purposes at MIA in the past. The negotiations between the Proposer and MDAD for a particular Investment Area will include discussions on the nature of the terms of the Development Agreement that will apply to the particular Investment Area. Accordingly, as stated in Section 1.5, MDAD reserves the absolute right not to include the terms of the Development Agreement in Appendix H and reserves the absolute right to include additional terms to the Development Agreement in order to assure that the Development Agreement is appropriate for the particular Investment Area and airport.

4.7 LOCAL PREFERENCE

Pursuant to Section 2-8.5 of the Code of Miami-Dade, the Local Preference provisions include the following:

1. Local business means the Proposer has a valid occupational license issued by Miami-Dade County at least one (1) year prior to bid or proposal submission to do business within Miami-Dade County that authorizes the business to provide the goods, services or construction to be purchased, and a physical business address located within the limits of Miami-Dade County from which the Proposer performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a Proposer shall not be considered a "local business" unless it contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include, but not be limited to the retention and expansion of employment

opportunities and the support and increase to the County's tax base. Proposers shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A Proposer who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year. The County Manager, in his discretion, may also recommend that the firm be referred for debarment in accordance with Section 2-8.4.1 of the Code of Miami-Dade County.

If, following the completion of final rankings, a non-local business is the highest ranked Proposer of all the Proposers, and the ranking of a local Proposer is within 5% of the ranking obtained by the highest ranked non-local Proposer, then such local Proposer shall qualify as the highest ranked non-local Proposer shall become the second ranked Proposer.

If a tie occurs between two (2) or more local businesses, then award will be on the basis of the local business having the greatest number of its employees that are Miami-Dade County residents.

2. The application of Local Preference to the RFP for which the Board of County Commissioners is the authority may be waived upon approval of the Board of County Commissioners.
3. The preferences established herein in no way prohibit the right of the Board of County Commissioners to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting Proposals. Further, the preferences established herein in no way prohibit the right of the County Commission from giving any other preference permitted by law instead of the preferences granted herein.
4. In the event Broward, Palm Beach or Monroe County extend preferences to local businesses, Miami-Dade County may enter into an interlocal agreement with such County wherein the preferences of this section may be extended and made available to Proposers that have a valid occupational license issued by Broward, Palm Beach or Monroe County to do business in that County that authorizes the Proposer to provide the services or construction to be provided hereunder as a result of a negotiated Development Agreement, and a physical business address located within the limits of that County. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a Proposer shall not be considered a "local business" unless it contributes to the economic development and well-being of Broward, Palm Beach or Monroe County, whichever is applicable, in a verifiable and measurable way. This may include, but not be limited to, the

retention and expansion of employment opportunities and the support and increase to that County's tax base. Proposers shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. In no event shall the amount of the preference accorded Broward, Palm Beach or Monroe County firms exceed the amount of preference that such County extends to Miami-Dade County firms competing for its contracts. **Note: An interlocal agreement has been entered into with Broward County.**

5. The Proposer should complete, sign and submit the attached form, **Appendix F**, "Local Business Preference" with the Proposal, in order to be considered for Local Preference.

4.8 CONTRACT AWARD

The Contract award, if any, shall be made to the Proposer(s) whose proposal shall be deemed by the Board of County Commissioners to be in the best interest of the County. The Board of County Commissioners' decision of whether to make the award and which Proposal is in the best interest of the County shall be final, subject to Mayoral veto. The Development Agreement shall commence as of the date of execution of the Agreement ("Lease Effective Date").

Prior to the filing of the County Manager award recommendation with the Clerk of the Board, the Proposer must execute the Agreement within seven (7) calendar days after such Agreement is presented to the Proposer. Upon notification of award recommendation, the Proposer must provide the required insurance within the time specified in the Agreement.

4.9 FAILURE TO COMPLETE

Failure to furnish the required evidence of insurance or to execute the required documents, as referenced in Section 4.8 "Contract Award", may constitute a repudiation of the Proposer's submittal, and may result in the annulment of the award and result in forfeiture of any deposits and bonds provided pursuant to this RFP. The award may then be made to the next ranked responsive/responsible Proposer, or all remaining Proposers may be rejected and the RFP re-advertised.

4.10 RIGHTS OF PROTEST

A Proposer may protest a recommendation for Development Agreement award or rejection of all proposals in accordance with the applicable procedures contained in Sections 2-8.3 and 2-8.4 of Miami-Dade County's Code, and as provided in Administrative Order No. 3-21.

Because the Development Agreement or Agreements a Proposer is likely

to receive as a result of participation in the RFP will exceed \$5 million, a protester protesting the recommendation of a for award shall, as a condition of initiating any protest, present to the Clerk of the Board a non-refundable filing fee payable to the Clerk of the Board in the sum of five thousand dollars (\$5,000.00).

Any question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained or described in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for protest unless it was brought by that bidder or proposer to the attention, in writing, of the procurement agent, buyer, contracting officer or other contact person in the County department that issued the solicitation document, at least two (2) working days (not less than forty-eight (48) hours) prior to the hour of bid opening or proposals submission.

All protests shall be submitted in writing to the Clerk of the Board and shall state with particularity the specific facts and grounds on which it is based, and shall include all pertinent documents and evidence and shall be accompanied by the corresponding filing fee. This shall form the basis for review of the protest. Other facts, grounds, documentation or evidence not contained in the protester's submission to the Clerk of the Board at the time of filing the protest shall not be permitted in the consideration of the protest, except for such additional evidence as is allowed during the course of the protest proceedings.

A protester must file the protest with the Clerk of the Board within ten (10) working days of the date of the County Manager's recommendation to the Board, as filed with the Clerk of the Board. Within two (2) working days of that filing, the protester shall supply the Office of the County Attorney and each firm participating in the RFP process with a copy of the protest and its attachments as filed with the Clerk of the Board. A hearing examiner shall be appointed, who shall hold the hearing and file his or her written findings and recommendations with the Clerk of the Board with a copy thereof to each participant in the RFP process and the County Attorney's Office, all in the manner and at the times prescribed in Sections 2-8.3 and 2-8.4 of the Code and Administrative Order 3-21.