



MIAMI-DADE AVIATION DEPARTMENT

MIAMI-DADE COUNTY

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Mayor

Board of County Commissioners

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Chairman

Barbara J. Jordan

Vice-Chairman

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Dorrin D. Rolle
DISTRICT 2
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DISTRICT 3
Sally A. Heyman
DISTRICT 4
Bruno A. Barreiro
DISTRICT 5

Rebeca Sosa
DISTRICT 6
Carlos A. Gimenez
DISTRICT 7
Katy Sorenson
DISTRICT 8
Dennis C. Moss
DISTRICT 9

Sen. Javier D. Souto
DISTRICT 10
Joe A. Martinez
DISTRICT 11
Jose "Pepe" Diaz
DISTRICT 12
Natacha Seijas
DISTRICT 13

George M. Burgess
County Manager
Robert Quevas
County Attorney
José Abreu, P.E.
Aviation Director

**EXPRESSION OF INTEREST, PHASE II (EOI)
REQUEST FOR PROSPECTUS SUBMISSION (RFPS)
PROJECT No. EOI-02-08**

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Web Access Sites:

- A) For passenger information about MIA, refer to MIA's website address: www.miami-airport.com, and click on "Airport information", "About Miami-Dade Aviation", and then "Facts at a Glance".
- B) Exhibit E, U.S. and Worldwide Airport Rankings, Passengers & Freight 2007, http://www.miami-airport.com/html/airport_statistics.html (hardcopy not provided, access through website address)
- C) Exhibit F, 2007 Visitor Profile and Economic Impact Study, http://www.gmcvb.com/members/m_localSvrs.asp (hardcopy not provided, access through website address)

Attachments:

- Exhibits: A1** Perspective Illustration
A2 Location Maps
A3 Surveys, Investment Sites A, B, and C
A4 Approved-County Development Master Plan (CDMP) for Investment Sites
- Exhibit: B** Proposed Award Schedule

- Appendix A:** Developer's Questionnaire Form
Appendix B: (Reserved)
Appendix C Developer's Certification Form
Appendix D: Acknowledgement of Addenda
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
Proof of Authorization to do Business
(No format, insert document)

- Appendix F:** Lobbyist Registration for Oral Presentation
Appendix G: Lobbying Rules
Appendix H: ARGUS File (To Be Provided By The Developer)

**EXPRESSION OF INTEREST, PHASE II (EOI)
REQUEST FOR PROSPECTUS SUBMISSION (RFPS)
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SECTION 1-GENERAL CONDITIONS

A. Purpose/Objective/Airport Statistics

1. Purpose: Each of the EOI Developers receiving this document has been selected to participate further in the EOI process. The next step is for each Developer to prepare and submit to Miami-Dade Aviation Department (MDAD) a "Prospectus" that defines what the Developer proposes to construct on the parcels made available by MDAD, how much investment will be involved, what time periods will be involved in construction of the components of the Developer's project, term and what—if anything—the Developer expects MDAD to do in order for the Developer to accomplish its goals as defined in the Prospectus.
2. Objective: MDAD intends to select a single Developer for the combined four investment sites. MDAD anticipates that the total estimated investment to be made for development of the projects should be in excess of \$500 million. The developments will be considered under a hybrid of (i) a Build (which includes design), Operate and Transfer (BOT) arrangement for new construction, whereby the Developer shall lease the land, build and operate the facility for a prescribed period of time, and thereafter transfer the ownership of the facility to MDAD; and (ii) a Lease-Develop-Operate (LDO) arrangement for the existing or substantially rehabilitated structures such as the Central Terminal "E" hotel, whereby the Developer shall lease the land and structure, rehabilitate and expand the hotel, operate the facility for a prescribed period of time, and at the end of the lease term transfer the facility and whatever ownership it may have of the facility built by the Developer to MDAD.
3. Airport Statistics: Miami International Airport's (MIA) strength in international passengers and cargo activity stimulates a host of other industries, such as tourism, the cruise industry and international banking and commerce. More than seventy-seven percent (77%) of all exports and eighty percent (80%) of all imports between the United States and the Latin American/Caribbean region flow through MIA. Also MIA is the port of entry for seventy-nine percent (79%) of all international traffic arriving by air to Florida. The Airport is the world's largest Latin American/Caribbean gateway, offering over 1,100 weekly departures with direct service to sixty-two (62) destinations in the

region. With forty-six percent (46%) of total passenger traffic being international, MIA is among the top two (2) 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 eighty percent (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 fifty-six (56%) of the actual total of 1.58 million tons of international freight, as the remaining forty-four percent (44%) was shipped through MIA in-transit to third-country destinations.

B. Investment Sites

The vision of the MDAD is to redevelop the entrance to MIA in a manner that will first grow revenue and, through the structures that will be erected, relay a world-class image of the Airport and Miami, to those entering and leaving MIA. There are four parcels to be developed, for each of which MDAD envisions the following:

1. On Parcel 1A, a 25.75 acre area, the industry should determine what non-aeronautical facilities are financially viable, but within the parameters provided by Miami-Dade County Planning & Zoning and the State of Florida Department of Community Affairs. The County however, has a strong interest in having a signature-piece structure on this key site located at the entrance to MIA. And, the County also encourages the developers to consider developing a mixed-use complex that includes a hotel (of not less than a 4-star rating) that is combined with a conference or convention center (or a hybrid of both); offices and any complementary retail and other commercial facilities. If all 25.5 acres are developed, this development will displace a number of Aviation Department employees and critical operations.

Though not mandatory, MDAD desires through this solicitation, to consolidate its administrative offices, now spread over six locations. Approximately 200,000 square feet is needed for such consolidation. Immediately north of Parcel 1A is an 11-story office tower of which only the first two floors are occupied. The remaining nine vacant floors need to be brought up to Miami-Dade County Building Code before being occupied. The advantages of renovating this building, know as Building 3095, is its close

proximity to the terminal and its accompanying parking structure. The disadvantage is that previous, preliminary analyses indicate that the cost of gutting and renovating Building 3095 could range from \$75 - \$87 million. MDAD however, is not wedded to the use of Building 3095 for its consolidated administration building and the developer may propose to develop an alternative in the same vicinity.

2. On Parcel 1B, a 9.5 acre two parcel site, (Parcel 1B-1 approximately 7.15 acres, Parcel 1B-2 approximately 2.37 acres) MDAD envisions a complex that includes a service plaza (gas station, convenience store, dry cleaner, car wash/detailing); and a pet hotel/resort/spa.
3. On Parcel 1C, a 4 acres site, MDAD envisions a hotel of not less than a 3-star rating, with accompanying parking for its employees and patrons. MDAD also envisions that this hotel will provide bridge connections to both the Airport's North and South Terminals.
4. On Parcel 1D, a 1-acre site, exists the Miami International Airport Hotel, a 259-room facility with a restaurant and limited meeting rooms. MDAD has in recent years invested \$11 million to renovate and bring the hotel into code compliance. Except for the modernization of its five elevators, such renovation will be completed by January 2009. MDAD envisions transferring this asset to the developer. In addition to managing the facility, the investor is encouraged to consider expanding the hotel into existing and contiguous space, which now houses certain MDAD offices. A preliminary estimate of approximately 50 more rooms may be possible. The developer may also choose to brand the hotel, and may invest in any additional improvements.

It is recommended that the Developer comply with the approved Comprehensive Development Master Plan (CDMP).

C. Contact Information

While this process is not subject to the County's "Cone of Silence", Developers should direct their inquiries to the Project Contracting Officer, Ms. Lenora Allen-Johnson at (305) 876-8065. However, technical questions may be directed to such technical divisions as Planning and Environmental as follows: Planning Sunil Harman (305) 876-7090, and Environmental Pedro Hernandez (305) 876-7928.

Tours or site visits may also be coordinated through Real Estate Division Director, Mr. Greg Owens at (305) 869-1670.

D. Legal Requirements/Affidavit Narrative

1. 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 F) must be completed, notarized and included with the prospectus 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 Advisory Team 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, Developers who wish to address the Board of County Commissioners, or a County board or Advisory Team concerning any actions, decisions or recommendations of County personnel regarding this RFPS 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 Prospectus as evidence that a Developer is not a responsible Developer.

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 Developer shall comply with these requirements.

2. 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. Bankruptcy

Any Developer who, at the time of prospectus 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 Developer under federal bankruptcy law or any state insolvency law, may be held to be non-compliant.

4. Proprietary / Confidential Information

Developers are hereby notified that all information submitted as part of, or in support of their Prospectus will be available for public inspection after opening of Prospectus, in compliance with Chapter 119 of the Florida Statutes.

5. Ordinances, Resolutions And/Or Administrative Orders

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

6. Rules, Regulations And Licensing Requirements

The Developer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflicts of interest and collusion. The Developer 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 Developer 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.

7. Affidavits/Provisions Of Law Affecting Solicitation

A. Affidavits To Be Submitted With Prospectus:

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, prospectus, or reply on a contract to provide any goods or services to a public entity; may not submit a

bid, prospectus, 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, prospectus 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 Developer to affirm, under oath, that neither the Developer, 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 / Sub consultants, 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 Developer’s responsibility to ascertain this information before submitting the Prospectus.

3. Criminal Record Affidavit

Pursuant to Section 2-8.6 of the Code, the Developer must disclose, at the time the Prospectus is submitted, if the Developer 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 Developer 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 Developer shall disclose under oath their full legal name and business address. The Developer shall also disclose the full legal name and business address of all individuals (other than Subcontractors / Sub consultants, 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 Developer 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 Developer 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 Developer shall submit with its Prospectus 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.

E. Condition Of Award Requirements

The affidavits described below are part of a single execution affidavit that should be submitted with the Prospectus and, in any case, constitute a condition-of-award. If a Developer does not submit said condition-of-award affidavits with its Prospectus, the Developer should state in its Prospectus when such affidavits will be provided, which shall be submitted prior to the County Manager's memorandum recommending the award of the Development Agreement to the Selected Developer.

1. Disability Nondiscrimination

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Developer 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 Developer 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.

2. Family Leave

Pursuant to County Resolution No. R-183-00, the Developer 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.

3. Domestic Leave

Pursuant to County Resolution No. R-185-00, the Developer 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.

4. Currently Due Fees and Taxes

Pursuant to Section 2-8.1(c) of the Code, the Developer 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 Developer, have been paid. Failure to comply with this requirement may result in debarment.

5. 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.

6. 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.

7. 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.

F. Proof of Authorization to do Business

Pursuant to Florida Statutes Section 607.0128 F.S, Developer 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.)

SECTION 2 PROSPECTUS

A. Prospectus Submittal Requirements

1. Prospectuses must be submitted in two (2) separate packages - one containing the one (1) technical Prospectus for all of the investment sites as required in this section, and another package containing a separate price prospectus for each investment site. A separate CD copy of the contents of each envelope is required with the submittal package. Failure to provide this information may affect the Developers ranking by the Team.

An original and ten (10) copies (a total of 11) of the complete Prospectus package as defined above must be received by the due date as specified below for this RFPS ("Prospectus Due Date"), as may be amended by an Addendum issued by MDAD. The original and all copies must be bound, with the Technical Prospectus packaged submitted in an envelope or container stating on the outside the Developer's name, address, telephone number and RFPS number, RFPS title, and Due Date to:

Lenora Allen-Johnson (Contracting Officer),
Aviation Senior Procurement Contracting Officer
Miami-Dade Aviation Department
P.O.Box 025504
Miami, Florida 33102-5504
Email Address: MasterDeveloper@miami-airport.com
Facsimile No.: (305)-876-8068
Phone No.: (305) 876-8065

2. Responses to this RFPS must be in writing and delivered by mail to the following by no later than 4:00 PM on Friday, March 20, 2009 to the address and individual provided above. Prospectuses will

remain sealed until after the deadline.

3. The Prospectus must be signed by an officer of the submitting team, who is legally authorized to enter into a contractual relationship in the name of the Developer, and the Developer 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 Prospectus by the Developer will be considered by MDAD as constituting an offer by the Developer to perform the services outlined in this RFPS and that the Developer will honor the terms and conditions herein.
4. MDAD may change the submission day and hour by way of an Addendum addressed to the individual indicated in the documents submitted by the Developer as the contact person for the Developer, See Appendix D, acknowledgement of Addenda form. MDAD may also notify Developers of a change in day or hour or both, by way of a telephone call, a facsimile, or an email.
5. Hand-carried Prospectus 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 Developer 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.
6. MDAD reserves the right to accept Prospectus submissions filed later than the due date and time stated above upon MDAD's receipt of a reasonable statement from the Developer as to why it could not send the Prospectus submission by such date and time.
7. Personal or company financials demonstrating the Developer's capacity to complete the development, upon request, will not be subject to a public records request.
8. Developers should assume no funding from the County; no cannibalization of existing Airport revenue streams; and no taxation of existing Airport revenue streams.
9. By submitting a Prospectus, the Developer releases the County and the Aviation Department from any claim for compensation or damages arising out of the Developer's participation in this EOI Phase II process.
10. Unless prohibited by federal law (mainly for security reasons), MDAD will freely share information that it has in its possession to

aid Developers in developing their Prospectuses. Moreover, in order to better understand each Prospectus, MDAD may also be conducting its own market research (for example, an analysis of the demand for hotel rooms in the Airport area) and if requested, would also share the results with any Prospectus. However, Developers are responsible for their independent research, analyses, assumptions and conclusions.

11. Developers must provide the information stated in the Minimum Prospectus Inclusions above, but may provide other information which, unless it augments the inclusions required above, shall not be rated. For example, a proponent may choose to include a detailed description of a customer-service-excellence program it utilizes, or may promote in its proposal, a minority equity participation program that it possesses. And, while the County is a strong supporter of both such programs, they are not required of private developers and therefore will not be considered in ranking the Prospectus.

B. Prospectus Format And Requirements

Instructions To The Developers:

The Developer 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.

C. Contents Of Prospectus

The Prospectus must consist of two (2) separate parts: (I) One Technical Prospectus, and (II) Separate Price Prospectuses, one for each investment site, as follows:

1. Technical Prospectus (Part A)

Technical Prospectus 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 Prospectus. A Technical Prospectus must include the following information:

- a. Questionnaire Form

The "Developer's Questionnaire Form" (see Appendix A) is to be completed and signed by an authorized officer of the Developer submitting the Prospectus.

b. Table of Contents

The table of contents should outline, in sequential order, the major areas of the Technical Prospectus. All pages of the Technical Prospectus, 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 Developer; the Developer's ability to perform the work requested in this Prospectus; a history of the background, experience and qualifications of the Developer and the Developer's team members; the qualifications of the Developer's personnel to be assigned to this project; and, any other information called for by this Prospectus, which the Developer deems relevant. The executive summary should be no longer than two (2) pages for all of the investment sites.

d. Proof of Minimum Qualifications

The Developer must be prepared to develop each of the four Parcels made available under this RFPS. The Narrative Description of each investment site proposed under this Prospectus 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; Developer's role in project; Developer's investment of the total project costs; the type of financing that will be used to fund the project; whether Developer 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.

The Developer shall verify its ability to satisfy all of the minimum qualification requirements. The Developer should provide verifiable proof of the following: (i) the degree of the

developer's/investor's experience in building and operating a mixed use development of over \$300 million – preferably consisting of a hotel component; and (ii) the financial capacity to develop the facilities valued at \$500 million and greater. A Developer who does not meet the minimum qualification requirements will not be considered by the Advisory Team. (Proof should include bank letters and references)

The Developer should provide specific project experience. Specific Project Experience should include the following: The Developer shall provide a detailed description of comparable developments which the Developer has either ongoing or completed within the past seven (7) years with development values of at least \$300 million. For each comparable development, the Developer should identify:

1. the client
2. a description of the work performed
3. total U.S. Dollar value of the investment amount, including the percentage of Developer's investment of the total project costs and the Developer's project financing structure and financing sources
4. the investment duration
5. statement or notation of Developer's role and whether Developer is/was the prime investor or contractor or team members, or only investor, and whether the Developer was part of a Joint Venture
6. the results of the project
7. 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.
8. types of project participation by Developer:
 - a. Financing only;
 - b. Development and/or Construction only;
 - c. Acquisition only;
 - d. Operate and Manage only;
 - e. A combination of all items in this item vii, (1) through (4), identified by percentage of Developer's participation in each item;

9. Project outcome.

The Developer shall provide customer references for similar projects, in scope and magnitude, which the Developer has either ongoing or completed within the last seven (7) years.

e. Developer Information

1. The Developer shall provide a written detailed description of each facility for each parcel.

2. The Developer shall provide an organizational chart including titles for all personnel expected to be assigned to this project along with a document affirming consent of each partner. The chart must clearly identify the Developer's key personnel. Key personnel include all partners, managers, seniors, and other professional staff that will participate in this project.

3. The Developer shall provide a copy of any applicable joint venture, LLC or other form of partner agreement. Also include the level of anticipated percentage of ownership by each partner. The Developer shall also include a list of the names and addresses of all expected major team members, and describe the extent of work to be performed by each one.

f. Litigation, Convictions, Indictments, or Investigations, Affiliations, and References

1. Litigation: The Developer shall describe any prior or pending litigation, in which (1) the Developer, (2) any member of a joint venture, (3) Team members, (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.

2. Convictions, Indictments, or Investigations: Developer documents shall state whether the organization of the Developer 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 Developer 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.

3. Affiliations: Please state whether the Developer, any Principal of Developer, 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. Developer shall also list any wholly-owned subsidiaries.

Please also state whether the Developer, any Principal of Developer 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. Developer's Financial Capacity to complete a \$500 million Project. Demonstrate financial capacity to complete project:
 - a. Name of each partner
 - b. Document affirming the consent (authorized signature) of each partner
 - c. Level and anticipated percentage of participation/ownership by each partner
 - d. Provide structure and sources (if available) of financing project
 - e. While NOT required upon the submittal of Prospectus, any Developer that eventually enters negotiations with MDAD will be required to provide two (2) years worth of detailed financials (audited financial statement of company or latest tax return for individual) of the equity partners.

Developers are advised that it may be possible for MDAD to

protect the confidentiality of financial information submitted in response to this RFPS. Section 119.071(1)(c), Florida Statutes 2006, currently provides that “any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a prospectus for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.” Section 812.081 exempts “trade secret” information from disclosure under Chapter 119. MDAD will take reasonable steps to assert any claimed exemption on behalf of Developers identifying their financial information as being confidential, but in the event MDAD determines that the exemption is not available, the information may have to be disclosed to a requesting party. MDAD will notify any Developer whose financial information is sought under Chapter 119 that a request for its disclosure has been made, so that the Developer at its expense may take whatever steps it deems advisable to protect the confidentiality of the information.

- h. Proposed Project Phasing Schedule - describing how the Developer proposes to develop all four sites or portions thereof.

2 Price Prospectus

- A. The Developer must submit as Appendix H its cash flow analysis for the individual investment sites including ARGUS software analysis for office and retail components and projection using a “standard chart of accounts” for hospitality components as the executed Price Prospectus in a separate sealed package (separate from the TECHNICAL PROSPECTUS) clearly marked on the sealed package “PRICE PROSPECTUS”, together with the Developer’s name, RFPS number and RFPS title. The Developer may submit the separate sealed Price Prospectus inside the same container or package together with the separate Technical Prospectus. There are no exceptions allowed to this requirement and no conditions shall be inserted by Developer on the Price Prospectus

The Price Prospectus package shall include:

One Completed and Signed Appendix H (ARGUS File) “PRICE PROSPECTUS,” for the Investment Sites as follows:

1. Provide proposed business terms (**each of the items below must be segregated by parcel to enable MDAD to conduct an independent analysis of the value to MDAD of each investment site prospectus**) to include:
2. Length of Agreement (the longest term approved by the Federal Aviation Administration (FAA) in agreements of this nature is 55 years from the end of the development period, which the FAA limits to five years)
3. Development schedule.
4. Rent Commencement Date.
5. Rental amount and model. MDAD is open to considering any model, including any combination of a lease and/or concession agreement for each of the various parceled development. Generally, MDAD favors models with the dual components of a percentage of revenue, and a minimum annual guarantee. In any event, the FAA requires fair market value (FMV) rents on Airport properties. Therefore any dual-component rent scheme (for example one that proposes a base rental payment, plus an MDAD revenue participation or in-kind component) must at least equal FMV for the land - if a ground lease, or equal FMV for the facility – if a facility lease.
6. Evaluation of all prospectuses 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 prospectus 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 Developer.

SECTION 3 SUBMISSION OF REQUIRED DOCUMENTATION

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

- Appendix A:** Developer's Questionnaire Form
- Appendix B:** (Reserved)
- Appendix C:** Developer's Certification Form
- Appendix D:** Acknowledgement of Addenda
- 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
 - Proof of Authorization to do Business (No format, insert document)

- Appendix F:** Lobbyist Registration for Oral Presentation
- Appendix H:** ARGUS File (To Be Provided By The Developer)

SECTION 4 EVALUATION/SELECTION

Selection Process

1. Process Overview

MDAD received five (5) responses on October 15, 2008, MDAD then established an Advisory Team (Team) to review and shortlist the responses received. The Team met on December 3, 2008 and recommended that all five (5) of the responding Developers should receive an invitation to submit a Prospectus consisting of the Technical and Price Portions. Once received, the technical and price Prospectus will be reviewed by the Team to determine if they meet the minimum requirements. Only the Prospectuses that meet the minimum requirements will be considered further by the Team.

Each Developer who's Prospectus that in its entirety meets the minimum qualifications will be invited to make an oral presentation before the Team.

At the conclusion of the oral presentations, the Team will rank each Developer's technical and price portions of its Prospectus utilizing the criteria provided below. The Team will then recommend one or more Developers to be invited to a negotiation session. MDAD will recommend a negotiation committee (Committee). It is anticipated that the negotiations will be held with each Developer in the order of the Team's ranking for their entire Prospectuses, but MDAD reserves the right to negotiate with any other Developer whose Prospectus includes a concept or a project that MDAD determines to be in the best interest of Miami-Dade County to pursue.

If this process is not successful, MDAD has the right to cancel the process and pursue other forms of solicitations. The final award, if any, must be approved by the Board of County Commissioners.

2. The Team's Responsibilities:

Following the opening by MDAD staff members of the prospectus submittal packages, each prospectus will be evaluated by the Team, currently consisting of nine (9) members. The Team is comprised of appropriate County personnel and members of the community with the appropriate experience and knowledge. The Team is entitled to take action based on the decision of at least five members of the Team. It is the responsibility of the Advisory Team to ensure that the Prospectus submittals comply with all of the requirements of this RFPS and to assess it accordingly.

In making this determination, the Advisory Team shall have the right to investigate the management, operational experience, reputation and business judgment of any Developer, 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 Developer has performed for the County or others. The Developer agrees to provide, upon request, any additional information that may be required by the Advisory Team or the County staff. In addition, the Advisory Team reserves the right to inspect the facilities at which the Developer conducts its business and provides services.

3. MDAD Staff Responsibilities

Each Prospectus will be preliminarily reviewed by County staff for a

determination of compliance with the submission requirements outlined in this RFPS. A compliant Prospectus is one which meets the minimum qualification requirements, follows the requirements of this RFPS, includes all documentation, is submitted in the format outlined in this RFPS, is of timely submission, and has the appropriate signatures as required on each document. MDAD staff may notify a Developer of any significant failure to comply with the minimum requirements for the Prospectus, and identify a time within which the Developer may cure the failure. Failure to provide the requested information within the cure period will cause the Developer to be declared ineligible for further consideration by the Team.

4. Prospectus Technical Evaluation Process

Evaluation criteria has been established based upon the goals and objectives as provided in this RFPS. Based on the Prospectuses and the oral presentations, the Advisory Team shall rate and rank the compliant Developers based on the criteria listed below; however, if there is only one compliant Developer, the Advisory Team shall not be required to rate and rank the Prospectus of that Developer, and may, in its discretion, recommend negotiations for the Development Agreement, or, if the Team determines that the Prospectus does not warrant further action by the County, the Team may recommend that no negotiations should take place with the Developer. For the Technical portion of the Prospectus, the Developer can earn up to 60 points. For the Price portion of the Prospectus, the Developer can earn up to 40 points, for a total of 100 points for both the Technical and Price portions of the Prospectus. A Developer may receive the maximum points allowed or a portion of this score depending on the merit of its Prospectus, as determined by each Team member.

The Team shall rate and rank the compliant Developers on the criteria listed below:

5. Selection Criteria Maximum Points

A. Technical Score Points

1. Demonstrate a similar project development experience with a Cost in excess of \$300 million completed within the last Seven (7) years. 15

2. Developer's Financial Capacity to complete a \$500 million Project. Demonstrate financial capacity to complete project:

- a. Name of each partner
- b. Document affirming the consent (authorized signature) of each partner
- c. Level and anticipated percentage of participation/ownership by each partner
- d. Structure and sources (if available) of financing project

15

- 3. Written detailed description of each facility on each parcel, including its use (hotel, office, conference/convention center, retail etc.), and the square footage
 - a. Architectural rendering of facilities to be developed on each parcel
 - b. State whether Environmental, Green-Design Practices, Or sustainability initiatives proposed
 - c. State what new infrastructure systems are being proposed including water supply, sanitary sewer, power/electrical, storm water management and any other
 - d. State and show new ingress/egress access systems being Proposed to/from Central Boulevard; to/from N.W. 20th Street; to/from Perimeter Road
 - e. Proposed Project Phasing Schedule
 - f. Hotel brand, Name of brand for each hotel, if known
 - 1. "Star" rating with the definition of services to be provided
 - 2. Number of rooms
 - 3. Other facilities including conference center, convention center, meeting space, restaurants, retail space

30

Total Possible Technical Points:

60

- B. Price points, as determined by the Team In accordance with the Price portion components identified in Section 2(A)(b)(2) above. 40

MAXIMUM TOTAL PROSPECTUS POINTS: 100

6. Negotiations

Negotiations will then be held between the Committee and the

Developer or Developers selected by MDAD under Section 4A)(1) above to establish a Development Agreement. If the Committee and the Developer or multiple Developers cannot negotiate a successful Development Agreement, the Negotiation Committee may terminate said negotiations and begin negotiations with the next ranked Developer on the list. This process may continue until a Development Agreement is negotiated and executed by a Developer or Development Agreements are negotiated and executed by multiple Developers as ultimately determined by MDAD and approved by the Board of County Commissioners. All Developers understand and agree that, because the County reserves the sole discretion to allow development of the Investment Sites, the County has the absolute right at its sole discretion to reject all Prospectuses. No Developer shall have any rights against the County arising from such negotiations or termination thereof.

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

7. Contract Award

The Contract award, if any, shall be made to the Developer or Developers whose prospectus 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 Prospectus is in the best interest of the County shall be final, subject to Mayoral veto.

Prior to the filing of the County Manager award recommendation with the Clerk of the Board, the Developer or Developers must execute the Agreement within seven (7) calendar days after such Agreement is presented to the Developer. Excessive delays in signing the Agreement, may be viewed as an impasse or a rejection by the Developer of the negotiated agreement, and the MDAD may respond by commencing negotiations through the Committee with the other Developers.