



**ADVERTISEMENT
FOR REQUEST FOR PROPOSALS FOR
FOREIGN CURRENCY EXCHANGE SERVICES
RFP NO. MDAD-02-15**

Sealed Proposals for the above will be received for and in behalf of Miami-Dade County, by the Office of the Clerk, in the Stephen P. Clark Center, Suite 17-202, 111 N.W. 1st Street, Miami, Florida, 33128 until **2:00 P.M., September 7, 2016**, or as modified by addendum, at which time all Proposals will be taken to a room to be designated by the Clerk of the Board in said Stephen P. Clark Center, where the Proposals will be publicly opened and the names of the Proposers will be read aloud. The County will receive sealed proposals from qualified, interested parties based upon the terms, covenants and provisions of this advertisement and the Request for Proposals ("RFP"). One (1) 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 for this RFP ("Proposal Due Date and Time"), as may be amended by Addendum. One (1) PDF version of the complete Proposal must be submitted in a CD/DVD or flash drive format. The original and all copies must be bound, and submitted in an envelope or container stating on the outside the Proposer's name, address, telephone number, 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

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. Proposers are 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.

REQUEST FOR PROPOSAL DOCUMENTS

Request for Proposal documents will be available on or after **August 9, 2016**. Prospective Proposers may obtain the Request for Proposal documents from the Miami-Dade Aviation Department, Contracts Administration Division, 4200 N.W. 36 Street, Building 5A, 4th Floor, Miami, Florida 33122 or through a mail request to P.O. Box 025504, Miami, FL 33102-5504. The cost for each Solicitation package is \$50.00 (non-refundable) per set, check or money order, made payable to the Miami-Dade Aviation Department. Each Proposer shall furnish an address, email address, telephone and FAX numbers for the purpose of contact during solicitation process. All proposals shall be submitted as set forth in the Instructions to Proposers.

PROJECT BRIEFING

The Miami-Dade Aviation Department will hold a Project Briefing on **August 18, 2016 at 9:30 A.M.** at the Miami-Dade Aviation Department, 4200 NW 36 Street, Building 5-A, Conference Room "F", 4th Floor, Miami, Florida for all interested parties. Any changes to this Request for Proposal will be by written addendum. It is the policy of Miami-Dade County to comply with all the requirements of the Americans with Disabilities Act (ADA). For sign language, interpreter services, material in accessible format, other special accommodations, or airport-related ADA concerns, please contact the MDAD Office of ADA Coordination at 305-876-7024.

SCOPE OF SERVICES

The following is the Scope of Services to be performed by the Successful Proposer.

MDAD intends to provide the Successful Proposer with seven (7) FCE locations in the Central & South Terminal.

LOCATIONS

Central Terminal Building

Three (3) locations on the second level of pre-security of Terminal E, F & G;
One (1) location on the second level, post-security, Satellite E Building;

South Terminal Building

One (1) location pre-security by the entrance to Concourse H; second level
One (1) location on the second level post-security of the Concession's Hall that connects Concourse H to Concourse J ; and
One (1) location in the pre-security outside international arrivals in Terminal J, third level.

TYPICAL FCE SERVICES

Typical currency exchange services performed by the Successful Proposer shall include, but not be limited to, providing:

- FCE
- Travelers Checks
- Money Wires/Western Union
- Travel Insurance
- Cash Advances on Credit Cards
- Prepaid Phone Cards, Phone Rentals, SIM cards
- Other special services such as public notary services, facsimile services, photocopy services, hotel reservations, attractions tickets, bus/rail tickets, flower ordering, and courier shipping are suggested.

Additional services may be proposed and agreed upon by written consent of Miami-Dade Aviation Department (MDAD).

IMPROVEMENT TO FACILITIES/PREMISES

The Successful Proposer shall invest a minimum one hundred fifty dollars (\$150) per square foot of Approved Improvements (the "Capital Investment") to provide new FCE Facilities, which includes design, development and construction improvements to the Locations listed in Exhibit A of the Agreement.

TRANSITION PLAN

The Successful Proposer will submit a Transition Plan including a timeline schedule to the Department, within thirty (30) days of the Lease Effective Date stating the action plan for removal of the Existing Facilities and buildup of the new Facilities; whenever necessary. The Successful Proposer agrees to work with the incumbent to fine tune a seamless transition to minimize any potential disruption of service.

GENERAL MANAGER

The Successful Proposer shall appoint a full time, experienced, and properly trained General Manager to represent and act on behalf of the FCE Concessionaire in all matters pertaining to the business operation. The General Manager shall be responsible for the proper conduct and appearance of its officers, agents, employees, suppliers, and representatives. The General Manager shall be responsible for all Locations.

FOREIGN CURRENCY EXCHANGE PERSONNEL

The Successful Proposer shall employ at all times a sufficient number of personnel necessary to assure prompt, courteous, and efficient service. FCE officers, staff, employees ("FCE Personnel") shall be properly trained and attired, and must wear identification "badges" in accordance with MIA requirements. FCE Personnel shall not engage in any "pressure-sales" tactics for any services offered by the FCE at MIA. Staff assisting customers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity, and awareness regarding individuals with disabilities.

PRICING

All services and products will be offered at competitive prices with those prices charged for similar services and products at comparable currency exchange locations throughout the Miami area and at similar size airports within the United States. The prices and charges of services and products will be pre-approved by the Department. The

Successful Proposer will be requested to provide three (3) price comparisons prior to the beginning of operations and every year on the Agreement anniversary date.

UTILITIES

The cost of all utilities used or consumed in the Locations shall be borne by the Successful Proposer. The Successful Proposer shall pay for such utilities in the Locations as a monthly charge upon billing by the Department, or utility companies. If billed by the Department, the Department, at its sole discretion, will base this monthly charge on (i) a survey of consumption by the Department and current non-discriminatory rates charged others in the Terminal Building, or (ii) at the option and expense of the Successful Proposer on actual usage measured by temporary meters, arranged and paid for by the Successful Proposer.

Utilities including electric and telecommunications, as necessary, must be pulled by The Successful Proposer from the nearest junction box in accordance with MDAD requirements.

SIGNAGE

Any and all signage must have prior approval from the Department and is subject to the terms and conditions of the Agreement. Moving or flashing signs are prohibited.

AMERICANS DISABILITY ACT REQUIREMENTS

Concessionaire shall comply with all ADA requirements in the operation of the FCE.

FEDERAL AVIATION ADMINISTRATION/MIA OPERATIONS REQUIREMENTS

The Successful Proposer shall comply with all Federal Aviation Administration (FAA) regulations, including all security requirements, and all MIA Regulations.

CONCESSIONAIRE PERFORMANCE

The Successful Proposer shall comply with the Department's "Tenant Handbook", Exhibit J; the "MIA Terminal Standards" available on www.miami-airport.com, and all revisions to same promulgated from time to time by the Department. (Also, see Sub-article 5.01, "Standards of Operation" of the Lease and Concessionaire Agreement.)

SECURITY REQUIREMENTS

The Successful Proposer shall provide necessary security measures at the locations to protect the customer and MDAD. The Successful Proposer shall provide a Security Plan to the Department prior to beginning operations.

Customer Services:

Staff assisting customers must be able to communicate well in English and must be trained in customer service, quality assurance, and sensitivity and awareness regarding individuals with disabilities.

PAYMENT TO THE COUNTY:

Minimum Annual Guarantee

As consideration for the privilege to engage in business at MIA, the Proposer shall propose to pay a Minimum Annual Guarantee (MAG) of at least six hundred thousand dollars (\$600,000) inclusive of the Locations Annual Rent (but exclusive of rent for support space).

Percentage Fee

- The Concessionaire shall pay the Department a minimum of six percent (6%), (or such other percentages as may be proposed and agreed upon in the RFP process) that corresponds to the monthly Gross Revenues or the Minimum Monthly Guarantee, whichever is greater. Percentages for other services are:
- Twenty-five percent (25%) of pre-paid phone cards gross revenue;
- Fifteen percent (15%) on all other services gross revenue;
- Ten percent (10%) of Travel Insurance gross revenue; and
- Fifteen percent (15%) of Travelers Checks, Money Wires and Cash Advances (Credit Cards) Collected Fees
- Three (3%) on Online sales/booking.*

*** The Department retains the right to renegotiate the “Online Sales/Bookings” percentage fee on the second anniversary of the MAG recalculation. If negotiations are not successful, the Airport reserves the right to cancel “Online Sales/Bookings” services.**

Annual Rental

- Annual Rental: The Successful Proposer shall pay the prevailing Class VI terminal rates (the “Annual Rent”), for the lease of the Locations and the support space, upon Beneficial Occupancy of the location. The terminal Class VI rental rate is currently at a proposed rate of \$84.90 per square foot and is based on rates in effect as of October 1, 2015 and adjusted annually.

Concession Marketing Fee

- A concession marketing fee of one half (1/2) of one percent (1%) of Gross Revenues not to exceed \$12,000.00 (or \$1,000.00 monthly per location) will be assessed annually to be paid to the Department monthly, beginning the month following the first Location opening on the 15th of each month to be used for marketing the concessions at the Airport.

Construction Permit Fee

- Construction Permit Fee: The Successful Proposer shall pay a permit fee to the Department in an amount equal to one percent (1%) of the cost of the estimated construction costs for improvements, which is due at the time the building permit is issued. Such fee shall be used to reimburse the Department its costs of maintaining on-site Building Department staff or outside consulting assistance to review the Successful Proposer’s plans or specification. Such fee is non-refundable.

MINIMUM QUALIFICATIONS

1. Proposer should have two (2) or more years of experience, in the majority ownership (at least 50%), of an entity that provides the services delineated in the Scope of Services of this RFP in any transportation venue.
 - a. Proposer should submit documentation confirming gross revenues totaling a minimum of one million dollars (\$1,000,000) per year derived from the sales and services related to the Scope of Services for two (2) consequent years as noted in Minimum Qualification No. 1.
2. At a minimum, the Proposer must submit the following:
 - a. Proof of compliance with Chapter 560 “MSB – Money Services Businesses” of Florida Statutes including at minimum a copy of its FT3 Money Transmitters, Part III or higher **License** with the State of Florida.
 - b. A copy of its **Registration** with the United States Department of the Treasury, Financial Crime Enforcement Network (FinCen).
 - c. Most recent external anti-money laundry **report**, demonstrating compliance with legal and regulatory requirements.
3. If the proposer is an individual or partnership, the individual and/or the partner, who shall be responsible for the operation of the Agreement, should have met the specified minimum qualifications. If the Proposer is a Joint Venture, then at least one (1) of the Joint Venture Partners should satisfy all of the foregoing Minimum Qualifications. A Proposer, whether a joint venture or otherwise, may proffer the experience of its corporate parent, sister, or subsidiary (“an affiliated company”) in meeting these minimum qualifications. However, given the unique nature of individual corporate relationships. Proposers seeking to rely on the experience of an affiliated company should be advised that the Selection Committee shall have the discretion to determine what weight, if any, it wishes to give such proffered experience on a case-by-case basis, and may base such decision on the relationship between the Proposer and the affiliate, as evidenced by whatever documentation is provided in the proposal submission or otherwise

presented at the request of the Selection Committee.

4. Must be authorized to do business in the State of Florida by the time of award.
5. Proposers who are less qualified than is suggested above may be considered for award. However, such Proposers may receive less point or no points from the Selection Committee, or may be found non-responsible.

CONTRACT MEASURES

Airport Concession Disadvantaged Business Enterprises (ACDBE) participation for this RFP is voluntary. The ACDBE participation, if provided, can be achieved either through the Proposer being an ACDBE itself, Joint Venture or sub-contracting a percentage of Gross Revenues.

TERM/EXTENSION

The term of this Lease and Concession Agreement shall be five (5) years. The term may be extended, at the County's sole discretion, for a one (1) one-year period.

PROPOSAL GUARANTEE DEPOSIT

Each Proposal shall be accompanied by a Proposal Guarantee Deposit of **Ten Thousand Dollars (\$10,000.00)** attached to **Appendix A, Questionnaire and Qualifications 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 Guaranty prepared on the form attached to the RFP. Appendix G, duly executed by the Proposer as Principal and having a Surety thereon meeting the requirements set forth in Sub-article 3.10 of the Agreement. No other form of deposit will be accepted.

THE PROPOSER'S PROPOSAL IS SUBJECT TO THE FOLLOWING PROVISIONS, AMONG OTHERS:

1) CONE OF SILENCE/CONTRACTING OFFICER: CONE OF SILENCE

Pursuant to Section 2-11.1(t) of the Code and Administrative Order 3-27 ("Cone of Silence Provisions"), as amended, a "Cone of Silence" is imposed upon RFPs, RFQs, or bids after advertisement and terminates at the time the Mayor (or designee) 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; 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; 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; and, F) any member of the County's professional staff and any member of the selection committee therefor.

Section 2.11.1(t) of the 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 communications with the Office of the County Attorney or members of the staff of that office; communications with employees of the Management and Technical Assistance Unit of the County's Small Business Development Division/Internal Services Department regarding small and/or minority business programs, the Community Business Enterprise and Equitable Distribution Programs; 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. 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, respondent or bidder shall render any RFP award, RFQ award, or bid award 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 Mayor (or designee) makes an award recommendation to the Board of County Commissioners.

The Contracting Officer for this RFP is:

Name and Title: Amelia M. Cordova-Jimenez, Contract Officer
Name of Agency: MDAD - Contracts Administration Division
Physical Address: 4200 NW 36th S., Bldg. 5A, 4th Floor, Miami, FL 33122
Mailing Address: P.O. Box 025504, Miami, FL 33102-5504
Telephone: (305) 876-7935
Facsimile: (305) 876-8068
Email Address: acordova-jimenez@miami-airport.com

- 2) The County shall not be responsible for any modifications or alterations made to the Request for Proposal Documents other than those made by Addendum. Proposers are advised to carefully check their Request for Proposal Documents to make certain the documents they obtained contain the complete set of documents. Any partial set of documents obtained shall be at the Proposer's risk.

MIAMI-DADE COUNTY, FLORIDA
HARVEY RUVIN, CLERK

DEPUTY CLERK

END OF ADVERTISEMENT