This document is a draft Scope of Services/Technical Specifications for a future <u>non-competitive</u> contract Miami-Dade County anticipates entering into. Scope of Services/Technical Specifications is subject to change without notice. This is not an advertisement.

Miami-Dade County, Florida

Project Title: Miami Heat Retail Concession at MIA

BACKGROUND:

Miami-Dade County (County), as represented by the Miami-Dade Aviation Department (MDAD), is seeking to enter into a lease and concession agreement to establish a Miami Heat Merchandise retail shop at Miami International Airport (MIA) which will provide licensed, brand name merchandise.

SCOPE OF SERVICES

SCOPE OF SERVICES: The Concessionaire hereby agrees that it will finance, design and construct, lease, manage, operate, and maintain the Location, for the purpose of establishing high quality, state of the art retail concession as approved by the Department. Its responsibilities are further defined but not limited to the following:

A. Financing:

Be capable of financing the design, construction and build out of the Location.

Develop a financial plan indicating the source of funding for capital investment and continued maintenance and operation of the Location.

B. Developing:

The Concessionaire shall design a concession program to fulfill the concept categories and submit initially and thereafter annually a merchandising and layout plan identifying the product categories for the Location. The Concessionaire will be responsible for updating the store layout plan and merchandising plan no less than annually or as necessary throughout the Term, and any Extension of this Agreement, providing suggestions as needed for each concept for consideration by the Department.

C. Design and Construction Coordination:

Design and Construction Coordination requirements are detailed in Sub-Article 4 Improvements to the Location.

D. Managing

The Concessionaire shall:

- 1. Design a concession program fulfilling the concept category and submit a merchandising plan initially and for annual review until expiration of the Agreement identifying the product categories for each Location. The Concessionaire will review the store layout plan no less than annually and update the store layout as necessary throughout the Agreement.
- 2. Manage the Location in a way that maximizes the highest and best use and financial return to the Department.
- 3. Monitor and enforce compliance with the terms and conditions of the Lease and Concession Agreement and any Sub-Lease agreements, including but not limited to use clauses, customer service, insurance, pricing, capital expenditures, quality of merchandise, hours of operation, detailed reporting of sales, payment of fees, rent, and signage.

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Miami-Dade County, Florida				Project	t Title	: Mia	mi He	at Retail	Conce	ession a	t MIA
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- 4. Function as operations liaison between the Department, governmental agencies, and others.
- 5. Maintain permanent records for each Location leased.
- 6. Maintain computerized records on a commercially available property management software program acceptable to the Department. Programs and all data collected should be available to the Department on-line (digital and electronic).
- 7. Develop, maintain, and make available, if requested, all files, to include copies of licenses, permits, insurance certificates, and letters of credit.
- 8. Provide from time to time, as requested by the Department, annual financial statements demonstrating its financial capacity to perform its obligations under the terms of the Agreement.

E. Operating

The Concessionaire shall:

- 1. Provide quality control audits and reports, including maintenance of the street pricing requirements covering compliance with contract requirements, cleanliness of the Location, timeliness of service, quality of the product.
- 2. Generate monthly reports to the Department, including sales by unit, concept, and Location.
- 3. Develop annual revenue projections by month, by Location, concession category, and product category to be updated on a regular basis.
- 4. Generate and provide the Department monthly airport revenue reports, and such other financial and management reports as are usual and customary in sophisticated airport concession management programs. Prepare other reports and analyses as may be requested periodically by the Department, including number of transactions per hour, average sales per transaction, and sales per product category.
- 5. Provide on-site staff to perform daily functions as required by the Scope of Services and the Standards of Operations identified in this Lease and Concession Agreement, subject to acceptance by the Department.
- 6. Ensure compliance with the Department and other governmental agency ID Badging requirements.
- 7. Implement any new policies, and procedures, and operational directives as issued from time to time by the Department.
- 8. Ensure payment is submitted with the Monthly Report of Gross Revenues to the Department.
- 9. Respond to customer/passenger complaints on a timely basis. Ensure customer service program compliance. The Concessionaire will submit its/their customer service-training program within thirty (30) Days of the Lease Effective Date of the Agreement, for the Department's review and approval.
- 10. Coordinate and implement regular employee customer service training programs, to include employees from the Concessionaire, if applicable.
- 11. Participate in an airport-wide customer service program implemented by the Department.

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F. Maintaining

Miami-Dade County, Florida

The Concessionaire shall:

- 12. Maintain or cause to maintain the Location pursuant to Department standards, which may be promulgated from time to time.
- 13. Coordinate and maintain general oversight of deliveries of goods and products for the concession operations from any designated on or off-Airport storage area.
- 14. Shall take such corrective action as necessitated to maintain Location in an acceptable condition as required by the Department.