SCOPE OF SERVICES

2.1 Background

Miami International Airport (MIA), located on 3,230 acres of land near downtown Miami, is operated by the Miami-Dade Aviation Department (MDAD) and is the property of Miami-Dade County (County). Founded in 1928, MIA now offers more flights to Latin America and the Caribbean than any other U.S. airport, is America’s second-busiest airport for international passengers, boasts a lineup over one hundred (100) air carriers, and is the top U.S. airport for international freight. MIA’s vision is to grow from a recognized hemispheric hub to a global airport of choice that offers customers a world-class experience and an expanded route network with direct passenger and cargo access to all world regions. Aviation has been a hometown industry in Miami, having started more than 90 years ago.

MIA encompasses over 7.7 million of square feet of space. The Airport’s space is allocated as follows:

- North terminal 3.7 million square feet and occupied by American Airlines (One World)
- Central Terminal 2.1 million square feet.
- South Terminal 1.9 million square feet and handles mostly international flights.

The core concessions programs at MIA (Food & Beverage, Retail and Duty-Free units) utilize nearly 271,000 square feet of space throughout the pre- and post-security areas of the North, Central and South Terminals. Commensurate with the cultural and geographic diversity of MIA’s international passenger base, the concessions program includes a wide array of brands and concepts including some of the world’s leading retailers and restaurants, international and regional brands specifically targeted to the unique makeup of the MIA traveler base and renowned local concepts curated to deliver an authentic expression of the cultural richness of the Miami area.

At approximately 140,000 square feet, the North Terminal houses nearly 52% of all Food & Beverage, Retail and Duty-Free space at MIA, generating Gross Sales of $243.3 million or 59% of total concession sales. The Central Terminal contains approximately 70,000 square feet of concessions space, representing 26% of the overall program square footage generating Gross Sales of $68.9 million or 17.2% of all sales. The remaining 61,000 square feet of concessions space, representing 22% of the overall program, is situated within the South Terminal and generates Gross Sales of $85.0 million or 23.9% of all sales. Additional statistics are provided below.

<table>
<thead>
<tr>
<th>MIA Ranking 2017</th>
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<tbody>
<tr>
<td>Among U.S. Airports:</td>
</tr>
<tr>
<td>1st International Freight</td>
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<tr>
<td>3rd International Passengers</td>
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<tr>
<td>4th Total Cargo (Freight + Mail)</td>
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<tr>
<td>15th Total Number of Operations</td>
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<td>12th Total Passengers</td>
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<tr>
<td>Among Worldwide Airports:</td>
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<tr>
<td>11th International Freight</td>
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<td>37th International Passengers</td>
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<tr>
<td>13th Total Cargo (Freight + Mail)</td>
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<tr>
<td>29th Total Number of Operations</td>
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<tr>
<td>40th Total Passengers</td>
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<table>
<thead>
<tr>
<th>Passenger Statistics 2018</th>
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</thead>
<tbody>
<tr>
<td>Passenger Totals</td>
</tr>
<tr>
<td>Domestic - 23.2 million</td>
</tr>
<tr>
<td>International – 21.9 million</td>
</tr>
<tr>
<td>Total – 45 million</td>
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<tr>
<td>Passenger Averages</td>
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<tr>
<td>Weekday Daily Average: 120,013 passengers</td>
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<tr>
<td>Weekend Daily Average: 127,595 passengers</td>
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<tr>
<td>Weekly Average: 854,515 passengers</td>
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2.2 Previous/Current ATM Operations
The previous Concessionaire operated twelve (12) ATM’s located in the terminals. The estimated number of transactions for the twelve (12) ATM’s in aggregate is approximately 397,000 per year (1,000 to 1,100 transactions per day). There are also ATMs managed by other operators, including Dade County Federal Credit Union, American Airlines Credit Union, United Airlines Credit Union, and other ATM concessionaires, collectively with approximately 245,300 transactions per year. The existing agreements for ATMs will not be terminated. Current ATM Transaction fees charged to the customer do not exceed a maximum of $3.00 for ATM Transactions.

2.3 Minimum Requirements
The minimum qualifications for this Solicitation are as follows:

a. Proposer shall be a Federal Deposit Insurance Corporation (FDIC) insured institution and online with the Federal Reserve Bank for funds and securities;
b. Proposer shall be a national or Florida State chartered commercial bank;
c. Proposer must be authorized to conduct commercial banking in the State of Florida and must be incorporated under the laws of one (1) State of the United States of America or under the laws of the United States of America; and

2.4 ATM Services
Concessionaire shall have the right to provide, install, operate, manage and maintain twelve (12) full-service ATM’s for the sole purpose of providing first-class ATM’s to passengers, well-wishers, greeters, MDAD employees, concessionaires and other airport patrons. ATM’s may be stand-alone or flush depending on the best use of the location. The Concessionaire shall establish the ATM’s at the premises identified by Exhibit A, ATM Locations attached hereto. The ATM Services performed by the Concessionaire shall include, but not be limited to self-service electronic banking transactions, from deposits and withdrawals, to more complex transactions such as bill payments, transfers, line-of-credit payments or withdrawals, and report account information such as balance view and receipt print, or any other executed serve(s) not listed here. Concessionaire may also provide Interactive Teller Machines (ITM) in lieu of some ATM locations described in Exhibit A, to enable consumers to perform and engage in more personalized banking activities. Any request to add or delete machines by the Concessionaire shall be submitted in writing to MDAD for approval. Any such alterations shall be in accordance with Sub-Article 1.07, Addition, Deletion and Modification of Locations of the Agreement. Throughout the period of any contract issued as a result of this RFP, the number of ATM’s throughout the airport is subject to increase or decrease as determined by MDAD.

2.5 Equipment Specifications
The Concessionaire’s ATM equipment shall at a minimum meet the following requirements:

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Guidelines are available to Proposers upon request in writing to the Procurement Contracting Officer identified herein. Proposers must complete an affidavit acknowledging the sensitive nature of the MDAD Design Guidelines prior to receipt.

b. ATMs shall be new (or like new condition), multi-functional, with state-of-the-art equipment incorporating the latest design and capabilities, including auditable reporting requirements, equipment security, maintenance requirements, and compliant with the latest design requirements mandated by the American with Disabilities Act “ADA”. The ATM's shall be attractive, functional and resistant to rough usage, vandalism, and will not have any cavities or openings in which to conceal weapons of any kind.

c. The ATM must have the ability to process the chip technology contained in the EMV cards. ATMs shall be able to accommodate high transaction volumes and must support the use of multiple and leading credit/debit card companies, including but not limited to Visa, MasterCard, American Express, Discover and Diner’s Club. The ATM must have the capability to be programmed in at least three (3) foreign languages to meet the needs of MIA international customers. Besides English, the ATM's must provide instructions in Spanish, Creole and Portuguese.

d. All ATMs must operate twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year except for routine maintenance service and equipment failure. ATM’s shall maintain optimal cash levels to maximize transaction volumes and meet peak consumption periods.

e. ATMs shall display on screen in the event that the ATM malfunctions information to direct customers to the nearest available ATM, regardless of the owner of the ATM. This information could be displayed on the ATM screen or posted on the ATM machine. At a minimum, the Concessionaire must provide a toll free customer service number on all ATMs in the event that an ATM malfunctions. Information should be displayed in several languages as described above. Concessionaire shall provide service to a malfunctioning ATM within six (6) hours of discovery/notice of any malfunction. The ATM must have the capability to send messages through the network to automatically advise of such malfunctions.

f. ATMs shall comply with the Payment Card Industry Security Standards in effect at all times throughout the term of the Agreement.

g. ATM equipment provided by the Concessionaire must be approved by MDAD prior to installation.

h. ATM's shall be either hardwired or Wi-Fi enabled to support all functionality.

2.6 **Locations**

The Concessionaire shall be responsible for reviewing the physical layout and operating conditions at the Locations.

A. **Utilities of ATM Locations**

Concessionaire is responsible for bringing in any new power, communications lines and other utilities that may be needed from the nearest available Airport panels/panel room to the ATM sites, at its sole expense. The Concessionaire shall be responsible for all utility costs for operation of the ATM’s. The
Concessionaire shall comply with all applicable building codes and requirements during any construction, remodeling, installation and any other related work.

i. **Shared Tenant Services (STS) Program.** The Department has a Shared Tenant Services Program (STS) for the provision of telecommunications, data network and shared tenant services at the Airport. All ATMs and host processor utilize the MIA Shared Tenant Services Program either with existing infrastructure, existing landlines, wireless access, or cellular access where necessary. Under the STS Program, the Department will provide data cables to ATM locations, but the ATM Concessionaire will be responsible for paying all costs incurred by MDAD to provide such installation. The Department will allow wireless ATMs, but MDAD does not provide an established or guaranteed speed for wireless connection. Under the STS Program and for security purposes the use of MDAD’s private WIFI is required. Concessionaire must sign the Exhibit R – Airport Rental Agreement of the Agreement within seven (7) days of the executed Agreement date. Refer to Section 3.22 A of the Agreement.

B. **Concessionaire Locations**
The Concessionaire is responsible for all costs associated with the preparation, design, construction and installation of ATMs, as required. ATMs shall be placed in locations approved by the Department. After award, the Concessionaire may introduce an ATM to new location. When introducing an ATM to a location and when not already in place, the Concessionaire shall provide any and all selective demolition work for partition rough-in opening required, provide any and all rough-in electrical, conduit, device lighting and telecommunications equipment, all electrical distribution wiring, conduit, and monitored circuit breakers to the main electrical distribution panel, all necessary flanges and filler panels, and/or all necessary millwork. The Concessionaire shall comply with all applicable building codes, MDAD Design Guidelines, and requirements during any construction, remodeling, installation and any other related work. Concessionaire shall be permitted to complete improvements to the Locations in accordance with the Article 4, Improvements to the Locations, of the Agreement. The scope of the proposed improvements must be mutually agreed upon by MDAD and the Concessionaire.

C. **Approval of Location Conceptual Design**
Upon award of agreement, the Concessionaire shall submit conceptual design packages for the ATMs and Locations awarded under this agreement for review and approval by the Department. Prior to the commencement of initial construction or other work with respect to improvements to facilities/premises, Concessionaire must submit detailed plans and specifications to the Department for approval. Concessionaire must include with its plans and specifications a detailed layout of the overall equipment. Approval by the County will extend to and include architectural and aesthetic matters. The County reserves the right to reject any designs submitted and require Concessionaire to resubmit designs and equipment proposals until they meet County’s approval. All design work performed, whether accepted by the Department or not, will be at the sole cost of the Concessionaire.

D. **Financing of Locations**
The Concessionaire shall be capable of financing the design, construction and build out of the Locations depicted on Exhibit A. The Concessionaire shall develop a Financial Plan indicating the source of funding for capital investment and continued maintenance and operation of the Locations.

2.7 **Concessionaire Responsibilities**
Miami-Dade County, Florida

The Concessionaire shall be responsible for the installation of the equipment, as well as the management, operation, and maintenance of the services and Locations in accordance with the following minimum expectations. Transition schedule must be submitted by the Concessionaire to the Department for review and approval thirty (30) days after award.

A. Management Requirements
Concessionaire shall:

i. Manage the Locations in a way that maximizes the highest and best use and financial return to the Department.

ii. Monitor and enforce compliance with the terms and conditions of the Lease and Concession Agreement including but not limited to use clauses, customer service, insurance, pricing, hours of operation, detailed reporting of number and types of transactions, payment of Fees to the Department, rent, and company brand signage.

iii. Function as operations liaison between the Department, governmental agencies, and others.

iv. Maintain permanent records for each Location leased.

v. Maintain computerized records on a commercially available property management software program acceptable to the MDAD. Programs and all data collected should be available to MDAD on-line (digital and electronic).

vi. Develop, maintain and make available, if requested, all files, to include copies of licenses, permits, insurance certificates, and letters of credit.

vii. 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.

B. Operational Requirements
Concessionaire shall:

i. Provide quality controls audits and reports, including maintenance, personnel safety training records, contract requirements, cleanliness of CMU and carts.

ii. Generate and provide the Department monthly 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 and types of transactions for both accountholders and non-accountholders.

iii. 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 under Article 5, subject to acceptance by the Department.

iv. Ensure compliance, with the Department and other governmental agency ID Badging requirements.

v. Implement any new policies, and procedures, and operational directives as issued from time to time by the Department.

vi. Ensure payment is submitted with the Monthly Report of Transactions to the Department.
C. Maintenance Requirements

Concessionaire shall:

i. Maintain the Locations pursuant to Department’s Standards of Operation, which may be promulgated from time to time.

ii. Coordinate and maintain general oversight of deliveries of goods and products for the concession operations from any designated on or off-Airport storage area.

iii. Maintain the Locations in a clean and presentable environment. Each ATM shall have a waste receptacle for wastepaper, which Concessionaire shall maintain.

iv. Provide for timely disposal of trash and debris, and provide routine maintenance for repairs, cleaning and sanitizing the ATM’s and ATM locations.

v. Make corrective action as necessitated to maintain Locations in an acceptable condition as required by the Department.

2.8 Customer Service

In an effort to support MIA’s commitment to world-class customer service, a program was created with the Greater Miami Convention & Visitors Bureau (GMCVB) to enhance the customer service skills of MIA employees and concessionaires. Concessionaire personnel who interact directly with the public (passengers, customers, etc.) shall be required to complete the Miami Begins with Me Customer Service Champion Program, provided by the GMCVB, through Miami Dade College School of Continuing Education & Professional Development (details can be made available by contacting 305-237-7494 or at npineda@mdc.edu). This service is provided at no cost to the Concessionaires.

The Concessionaire shall:

i. Respond to ATM malfunctions and customer/passenger complaints within six (6) hours to ensure customer service program compliance.

ii. Coordinate and implement regular employee customer service training programs, to include employees from Concessionaire. 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.

iii. Participate in any airport-wide customer service program implemented by the Department.

2.9 Security

Concessionaire shall provide necessary security measures at ATM Locations to protect the customer and MDAD. The Concessionaire shall provide a detailed Security Plan that includes data protection, prior to beginning operations within ninety (90) Days of the Lease Effective Date of the Agreement, for the Department’s review and approval.

2.10 Staffing Requirements

Concessionaire shall employ at all times a sufficient number of personnel necessary to assure prompt, courteous and efficient service. At a minimum, the Concessionaire shall appoint a full time, experienced and properly trained Manager, to represent and act on behalf of the Concessionaire in all matters pertaining to the business operation. The Manager shall be responsible for the proper conduct and appearance of its officers, agents, employees, suppliers and representatives. The Manager shall be responsible for Premises and all
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ATM Locations. Officers, staff, and employees (“Personnel”) shall be properly trained and attired and must wear identification “badges” in accordance with MIA requirements.

A. Credentialing Requirements
The Concessionaire shall be subject to all Departmental requirements, in addition to Transportation Security Administration (TSA) and U.S. Customs and Border Protection (CBP) mandates pertaining to the issuance of airport identification badges, including, but not limited to employee completion of Secure Identification Display Area (SIDA) training conducted by MDAD and background checks, as required by the TSA and CBP Unescorted Access Privilege Rule. The Concessionaire shall be required to conduct background investigations and to furnish certain data on such employees before issuance of such ID badges including, but not limited to, fingerprinting of employee applicants for such badges. All employees working need to be badged before work commences. Badges must be displayed at all times. The fee for ID badges/background checks is approximately $58.00 per employee biannually.

2.11 Signage and Advertisement
Any and all signage must have prior written approval from MDAD and is subject to the terms and conditions of the Lease and Concession Agreement. Moving or flashing signs, advertisements, or notices on the outside surface and on the screen of the ATM are strictly prohibited. ATM bank affiliated signage shall only display the name of the banking institution with its identifiable logo; all other advertising on an ATM machine is prohibited.

2.12 Concession Program Fees
The Concessionaire shall propose an ATM transaction fee. The monthly payment payable to the County throughout the term of the Agreement shall include the sum total of the ATM transaction fees for all Locations for the prior month, monthly installment of the annual rent, monthly installment of any support space rental fee (if applicable), and the monthly installment of the marketing fee.

A. Transaction Fee to the Department
The Concessionaire shall pay the Department a minimum of $0.20, (subject to this RFP process and a proportionate increase in the instance the Bank increases the transaction fee charged at the ATMs) for each transaction processed through the ATMs. The transaction fee charged to the customer cannot exceed $3.00 per transaction or as approved by the Department.

B. Annual Rent
The Concessionaire shall pay the prevailing Class VI terminal rates (the “Annual Rent”), for the lease of the Locations for the spaces occupied by the ATMs (approximately nine (9) square feet per ATM), upon Beneficial Occupancy of the location. The terminal Class VI rental rate is currently at $89.88 per square foot and is based on rates in effect as of October 1, 2018, adjusted annually and approved by the Board of County Commissioners. In the event the Department deletes one of the locations, the Annual Rent will be re-calculated to reflect the remaining locations times the square footage still being leased by the Concessionaire.

C. Support Space Rental Fee
If the Department makes available to the Concessionaire support/storage space outside of the Locations pursuant to Article 1.04, Support Space of the Agreement, the Concessionaire shall pay the prevailing terminal class rates for the lease of said support/storage space as provided in the Schedule of Rates, Fees and Charges for Fiscal Year 2019-2020, available at the following link: <http://www.miami-airport.com/library/pdfdoc/Propertise/2019>
This document is a draft Scope of Services for a future solicitation and is subject to change without notice. This is not an advertisement.

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Rental rates are subject to recalculation and adjustment in accordance with the policies and formulae approved by the Board.

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

E. Concession Marketing Fee
The Concessionaire shall be required to pay a concession marketing fee. A concession marketing fee of one half (1/2) of one percent (1%) of Gross Revenues will be assessed annually to be paid to the Department monthly, beginning the month following the first Location opening on the tenth (10th) of each month to be used for marketing the concessions at the Airport.