

**State of Florida  
Department of Transportation**



**EXHIBIT “A”, SCOPE OF SERVICES**

**DISTRICTWIDE PROPERTY AND FACILITY MANAGEMENT  
SERVICES FOR THE FLORIDA DEPARTMENT OF  
TRANSPORTATION (FDOT).**

<p><b>PROJECT/PROPOSAL NUMBER: RFP-DOT-17/18-6159RC</b> <b>FINANCIAL PROJECT NUMBER: TBA</b></p>
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**EXHIBIT “A”**  
**Scope of Services**  
**Districtwide Property Management**  
**and Facility Management**

**1. Introduction**

The Department is in the process of seeking a Consultant Firm to provide Property and Facility Management Services on the Department’s projects within Miami-Dade and Monroe Counties. The Consultant will be responsible for the complete operation, maintenance of the facility and right-of-way services.

**2. Purpose of Request for Proposal (RFP)**

The Department has determined that it is in its best interests to seek a facility manager Consultant through the RFP process who has experience in managing and operating a complex facilities such as a truck stop, airport, seaport, bus or train station, transportation hub. The Consultant must be experienced in managing and operating similar type facilities on a 24 hours per day, 7 days per week basis.

In addition, the Department requires the Consultant to have experience of the Department’s Right of Way property management clearing and leasing processes in compliance with the Department’s Procedures, rules and regulations and local, state and federal laws, rules and regulations.

To meet this requirement the facility manager consultant may employ, partner with or jointly submit as a sub-consultant a Right of Way Consultant who is qualified to provide Right of Way clearing and leasing services for the Department’s projects and management of the Department’s portfolio of leased properties within Miami-Dade and Monroe counties. As well as, a Right of Way Consultant may also partner with and submit a proposal together with a facility property manager as a sub-consultant. Either option is acceptable.

The main focus should be on facility management, with the ability to perform right of way clearing and leasing services as and when needed.

### 3. License and Insurance Qualifications

- 1) Consultant must be registered with the Florida State Department of Business and Professional Regulation (DBPR) for real estate services.
- 2) Have a minimum of one (1) real estate broker and one (1) real estate salesperson licensed by the Florida State Department of Business and Professional Regulations.
- 3) Have and maintain a current Real Estate License during the term of the contract.
- 4) At least one employee must be certified as an Asbestos Inspector and as an Asbestos Management Planner and have a minimum of three (3) years of administrative experience in the asbestos field.
- 5) At least one (1) employee must have at least three (3) years of demonstrated experience in managing commercial and government properties providing facility management and operation.
- 6) At least one (1) employee must have three years (3) years' experience managing or working on contracts providing Right of Way Clearing and Leasing Services.
- 7) At least one (1) employee must have and maintain an RTA and CSX Certification.
- 8) At least one (1) employee must be certified as a Facility Manager (CFM) or equivalent.

The Consultant may use sub-consultants to satisfy any of the above requirements.

The CONSULTANT shall have and maintain during the period of the agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to **Chapter 675, Florida Statutes, and section 337.106, Florida Statutes**, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this contract/agreement in such the amount of **Two Million Dollars (\$2,000,000.00)**. The proposer shall also submit proof of their ability to maintain this professional liability coverage for a minimum of three years after completion of the services of the agreement.

The **CONSULTANT** shall carry and keep in force during the period of the **Contract/Agreement** and any subsequent renewals a current general liability insurance policy or policies with a company or companies authorized to do business in the State of Florida, affording public liability insurance with combined bodily injury limits of at least **Two Hundred Thousand Dollars (\$200,000.00)** per person and **Three Hundred Thousand Dollars (\$300,000.00)** each occurrence, and property damage insurance of at least **Three Hundred Thousand Dollars (\$300,000.00)** each occurrence.

The Consultant must maintain all insurance coverage required and shall provide FDOT with the Consultants office address from which services will be provided.

#### **4. FDOT Responsibilities:**

FDOT will provide a Contract or Project Manager to administer the terms and conditions of this Contract.

#### **5. Services to be provided by Consultant – Facility Operations and Management:**

The Consultant shall provide management, operation and maintenance services on transportation facilities owned by the Department, such as an intermodal hub/center, truck stop, train station or facilities at or near seaports, airports or any general transportation interchange complex

The Consultant will be required to submit a Technical Plan (including staffing, operating and maintenance estimates) for the facility to be managed. All in accordance with good building management practices as recommended by the Building Owners and Managers Institute (BOMI) or Real Estate Institute (REI) or similar professional bodies.

The Consultant shall provide staffing for operation, thereafter manage, operate and provide maintenance services for a facility on a 24 hour basis.

The Business Plan should cover the day to day staffing, management, security, monitoring of fire and other systems, janitorial services, control and maintenance of parking lots and common areas, maintenance of mechanical and electrical systems, and general upkeep of the facilities to ensure they are secure, safe, clean, sanitary and fully functional for public use. The Consultant will be responsible for the complete operation and maintenance of facilities covering such items as, but not limited to:

- (a) Exterior and interior lighting
- (b) Electrical systems, equipment and associated fixtures & fittings
- (c) Plumbing systems and associated fixtures and fittings
- (d) HVAC systems, escalators, elevators, generators, pumps, etc.
- (f) General repair, including painting and upkeep of all interior/exterior walls ceilings, and signs
- (g) Fire protection and safety equipment, Public Address systems
- (h) Interior (plants, etc.,) and exterior landscaping
- (i) Audit review and processing of all bills for utilities and services
- (j) Repair and maintenance of utilities and services to the facility
- (k) Interior and exterior cleaning and janitorial supplies
- (l) Collection and removal of garbage, waste and debris from site

- (m) Maintain control of and manage all parking lots, sidewalks and Roadways. Set and collect parking fees.
- (n) Maintain and operate a customer service office with staffing and associated office equipment, telecommunications and supplies related to the facility
- (o) Provide security or other staff to maintain the facilities 24/7 as Needed
- (p) Provide all equipment and supplies as needed to operate Facilities
- (q) Develop and maintain a Preventative Maintenance program for the facility covering such items as, but not limited to, roof inspections, roof drains, canopies, exterior walls and glazing maintenance, glass cleaning, external, lighting, roadway sweeping/cleaning, repair, road markings, sign repair and replacement, storm and sewer drains, air conditioning, electrical and mechanical equipment systems, other systems
- (r) Emergency evacuations instructions, procedures and building preparation for hurricanes or other events
- (s) Draft the rules and regulations for use of the facility for Department approval. Enforce rules and regulations
- (t) Prepare operational and maintenance costs charges for apportionment to users
- (u) Recommend Permit process, fees and collection methods for regular and ad hoc users of pick-up/drop-off areas
- (v) Provide miscellaneous services that may be required to keep The facilities operational and safe for public use

The consultant will provide the **Department** with regular reports covering the day-to-day operation of the facility to ensure the facility is running efficiently in accordance with good building management practices. The **Department** will require regular meeting for the purpose of discussing all issues relevant to the performance or administration of this contract and reserves the right to call for additional meetings at any time during the Contract.

The Consultant shall engage only Licensed and insured specialist subcontractors to work on mechanical electrical and other specialized equipment.

The consultant will be required to arrange or provide the following services:

Transfers of utility services and billing under the **Department's name** when necessary, prepare and process required invoices for payment of utilities and services in accordance with **FDOT policies and procedures**. Advise all utility services to connect or disconnect service as necessary.

Receive, investigate, resolve and respond to complaints relative to the facility managed by Consultant.

Advise the **Project Manager** of warranted repairs or maintenance services indicated by on-site conditions, and upon **Department** approval, make arrangements to secure remedial services through a subcontractor in a manner consistent with **Department** policies, procedures, and law.

Recommend lease or other agreements, when appropriate, to the **Department**, and prepare necessary documents for legal review and execution; to include preparation, writing of addenda and other documentation to reflect specific conditions of leasing or use.

Collect rental payments, only in the form of check, money order or Electronic Funds Transfer, made payable to the **State of Florida Department of Transportation**.

Prepare and process required invoices for transmittal of rental payments in accordance to FDOT policies and procedures and forward to the **District's Project Manager**.

Provide the **Department** with a monthly accounting of all rents and other monies due, collected, and delinquent during the given month.

Monitor delinquent payments, issue delinquency notices, and attempt to collect delinquent payments or recommend when eviction is necessary.

## **6. Right of Way Clearing & Leasing Services**

On an as needed basis, the consultant or its sub-consultant shall provide right of way clearing and leasing services in compliance with Florida Statute 337.25 acquisition, lease and disposal of real and personal property, Florida Statute 337.251 lease of property for joint public-private development and Title 23 Code of Federal Regulations.

The consultant will provide management and oversight services on in-house projects necessary to coordinate, plan direct, control right of way property management activities necessary to certify right of way for construction. In addition, the consultant will provide staff to manage, operate and maintain the Department's portfolio of excess, leased and other properties. All to be carried out in accordance with Right of Way Procedures Manual.

In particular Sections 10.1; 10.2; 10.5; 10.6; 10.7 and Guidance Document 9. Right of Way Encroachments as needed by the Project Manager.

## **7. Additional Services**

In addition to the above rates the consultant may bill for parts, equipment, materials and services which are necessary to comply with the Scope of Services to maintain the safe and efficient operation of the facility. These terms shall be negotiated and agreed

between the Department's Project Manager and the Consultant before any work commences. Where applicable or appropriate, the Consultant will obtain prices from a minimum of three (3) suppliers/companies and choose the most competitive price or parts in keeping with the manufactures original parts in order to maintain warranties on the remainder of the equipment. The work authorization will specify separately the labor and value of any parts, equipment and materials. Upon completion of work the invoice shall specify the labor and parts, materials and equipment separately.

The consultant may be required to provide the following right of way services:

- a) Support services: When services are beyond the professional ability of the Consultant, the Consultant may be required to retain the services of a sub-consultants, subject to the Departments approval as necessary to support the assignment.
- b) At the option of the Department, for the life of the contract, the Consultant may be required to provide in addition to facility and property management, additional services for acquisition, relocation and administrative support for projects.
- c) Additional job classifications and their rates may be authorized by the Department's Project Manager as necessary to complete an assignment.
- d) Clerical Office Support and Accounts Receivable Services. At the option of the Department, for the life of the contract, the Consultant may be required to provide staffing for clerical office support, accounting and other office support functions.
- e) Miscellaneous Geographical Information Systems Technology (GIS): The consultant may be required for the life of this contract to provide management oversight or technical support services for the right of way GIS system. The consultant may employ sub-consultants to provide all support services as necessary.

## **8. Position Classification and Descriptions**

Property Management Job Classifications:

- Contract Administrator
- Right of Way Manager
- Right of Way Administrator
- Senior Right of Way Agent
- Administration Staff / Right of Way Agent I
- Right of Way Agent II

Facility Management Job Classifications:

- Contract Administrator
- Facility Manager
- Assistant Facility Manager

Maintenance Technician

(Maintenance on air condition systems, elevators, escalators, electrical & mechanical systems, plumbing & other building and life support systems)

Maintenance Technician Assistant

(Maintenance on air condition systems, elevators, escalators, electrical & mechanical systems, plumbing & other building and life support systems)

Electrician

Plumber

HVAC Technician

Elevator/Escalator Technician

Pest Control

Landscaping

Security Guard – Armed

Security Guard – Unarmed

Janitorial Services

## **9. Project Assignments**

Individual projects shall be assigned on an "as needed" basis. For each project, the CONSULTANT will be required to respond with a written proposal of the tasks to be conducted as well as a schedule of starting and ending dates and a manpower and cost estimate (personnel, job classification, areas of specialty, percent of time devoted to task and estimated cost). Once the DEPARTMENT and the CONSULTANT agree as to services to be performed and the associated costs, the Project Manager shall furnish the CONSULTANT a "Letter of Authorization" in accordance with "Exhibit "B", Method of Compensation. Unless the work is required in response to an emergency declaration by the Secretary of the Department of Transportation, no work shall be commenced by the CONSULTANT until receipt of a Letter of Authorization.

Work Authorizations involving facility management and operation services are not eligible for federal reimbursement. Federal funding terms and conditions pursuant to 23 CFR 710.203 shall apply to Right of Way clearing and leasing activities. The Consultant shall monitor charges to ensure costs ineligible for federal reimbursement are kept separate from eligible costs, and are billed against the appropriate financial project number.

## **10. Non- Compliance**

Failure by the CONSULTANT to comply with the Rules and Regulations stated in this Scope of Service and those that may later be added in shall result in the immediate suspension of work, CONSULTANT placement in non-compliance status and/or contract termination.



Failure by the CONSULTANT to comply with safety requirements accordance with Occupational Safety and Hazard Act [Administration] (OSHA), those identified by the DEPARTMENT and/or the Department's Project Manager (or his/her designee), those stated in this CONTRACT/AGREEMENT and those that may added later, shall result in the immediate suspension of work, CONSULTANT placement in non-compliance status and/or CONTRACT/AGREEMENT termination.

The parties recognize that timely performance by the CONSULTANT is of the essence. Should the CONSULTANT fail to perform the work specified in this CONTRACT/AGREEMENT and cause the DEPARTMENT to intervene to complete the work as specified, all costs incurred by the DEPARTMENT shall be charged to the CONSULTANT and shall result in the immediate suspension of work, CONSULTANT placement in non-compliance status and/or CONTRACT/AGREEMENT termination.

If the DEPARTMENT and/or the Department's Project Manager (or his/her designee) determines that the performance of the CONSULTANT is not satisfactory, the DEPARTMENT may terminate this CONTRACT/AGREEMENT as described in Section 6 of the State of Florida Department of Transportation Contractual Services Standard Agreement. Any necessary default action will be processed in accordance with the Department of Management Services Rule 60A-1.006.

If the CONSULTANT fails to comply with the provisions of the section entitled CONSULTANT RESPONSIBILITIES in this CONTRACT/AGREEMENT and it is not immediately corrected, the DEPARTMENT shall construe that the CONSULTANT is in non-compliance and shall result in the immediate suspension of work, CONSULTANT placement in non-compliance status and/or CONTRACT/AGREEMENT termination.

If at any time during the course of this CONTRACT/AGREEMENT the DEPARTMENT and/or the Department's Project Manager (or his/her designee) brings to the attention of the CONSULTANT a violation of any of the sections in this CONTRACT/AGREEMENT and the violation is not corrected within twenty four (24) hours the DEPARTMENT shall construe that the CONSULTANT is in non-compliance and shall result in the immediate suspension of work, CONSULTANT placement in non-compliance status and/or CONTRACT/AGREEMENT termination.