



**REQUEST FOR PROPOSALS (RFP) No. 00039
FOR
ADVERTISING SERVICES FOR TRANSIT VEHICLES, METRORAIL STATIONS
AND THE SOUTH MIAMI-DADE BUSWAY**

PRE-PROPOSAL CONFERENCE TO BE HELD:

March 31, 2014 at 1:00 PM (local time)
111 NW 1st Street, 18th Floor, Conf. Rm. 18-4, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Services Division
for
Miami-Dade Transit Department (MDT)

COUNTY CONTACT FOR THIS SOLICITATION:

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PROPOSAL RESPONSES DUE:

April 18, 2014 at 6:00 PM (local time)

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (**see addendum section of BidSync Site**). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, herein referred to as the County, as represented by Miami-Dade Transit is soliciting proposals from experienced parties that will develop and manage a revenue advertising program for Transit Vehicles (Buses, Metrorail, Metromover), South Miami-Dade Busway, and Metrorail Stations.

MDT is responsible for the planning and provision of all public transit services for Miami-Dade County. MDT's integrated four-mode transportation system includes:

METROBUS

With approximately 817 buses (715 full-sized, 25 articulated and 78 mini-buses) and over 100 routes, Metrobus offers countywide service from Miami Beach to West Miami-Dade and from the Middle Keys to Broward Boulevard. MDT's Metrobuses, which are all air-conditioned, ADA-accessible and equipped with bike racks, travel approximately 29 million miles per year. Various routes provide 24-hour-a-day service. Designed to intersect with Metrorail and Metromover, Metrobus serves all major business, shopping, entertainment, and cultural centers, as well as most major hospitals and schools. Ridership as of January 2014 is 6,480,687 total monthly boardings on Metrobus.

METRORAIL

The Metrorail is an electrically-powered, elevated, rapid transit system that extends for 25 miles within Miami-Dade County and provides service to Miami International Airport (MIA) and runs from Kendall through South Miami, Coral Gables, and downtown Miami; to the Civic Center/Jackson Memorial Hospital area; and to Brownsville, Liberty City, Hialeah, and Medley in northwest Miami-Dade, with connections to Broward and Palm Beach counties at the Tri-Rail/Metrorail transfer station. Its fleet includes 136 heavy rail cars with a normal capacity of 164 passengers per car.

The 23 accessible Metrorail stations are approximately one mile apart, providing easy access for bus riders, pedestrians, and passengers dropped off and picked up. Metrorail provides service from 5 a.m. to midnight seven days a week. The latest ridership figures – January 2014 – show 1,820,300 total monthly boarding on Metrorail.

METROMOVER

Metromover is free for all riders, is a 4.4 mile electrically-powered, fully automated people mover system that connects with Metrorail at Government Center and Brickell stations, and with Metrobus at various locations throughout downtown. Metromover offers convenient access to a variety of destinations, including the American Airlines Arena, Bayside Market Place, Miami Dade College and the Miami-Dade County School Board.

The Metromover has 40 cars, runs from 5 am to midnight, seven days a week and transported more than 836,000 total passengers in January 2013.

SOUTH MIAMI-DADE BUSWAY

The South Miami-Dade Busway is MDT's state-of-the-art alternative to daily traffic congestion. With 56 busway stations, it's the fastest way to Metrorail from Cutler Ridge, Naranja and Florida City. The Busway began operating in 1997, and measures a little less than 20 miles long, was built by the Florida Department of Transportation (FDOT) exclusively for Metrobus routes.

The County seeks the services of an experienced and qualified organization (individual(s), firm, joint venture, etc.), hereinafter referred to as the "Proposer", to develop and manage a revenue advertising program for Transit Vehicles, South Miami-Dade Busway, Metromover, and Metrorail Stations, hereinafter referred to as the "program".

In an effort to maximize the quality and mutual benefits to be derived from the transit-advertising program, this Request for Proposals (RFP) has been structured to allow potential Proposers great flexibility to propose creative and innovative programs. It is incumbent upon the Proposer to clearly demonstrate the potential benefits of the proposed Proposal advertising program. The County will rely on the information submitted in the proposal to identify responsive and responsible Proposer(s) to be evaluated.

Through this RFP, the County's primary goals are to:

- 1.) Establish a contract with a single Proposer that will sale advertising, install, maintain, and remove advertising devices on transit vehicles (Buses, Metrorail, Metromover), Metrorail Stations, and the South Miami-Dade Busway.
- 2.) Generate revenue for the County.

The County anticipates awarding a non-exclusive contract to a single proposer for a five (5) year period, with two (2), five (5) year options to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation issued:	March 24, 2014
Pre-Proposal Conference:	See front cover for date, time and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidade.gov at least five days in advance.
Deadline for receipt of questions:	April 4, 2014
Proposal due date:	See front cover for date, time and place.
Evaluation process:	April 4, 2014
Projected award date:	July 2014

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
4. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
5. The word "Solicitation" to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
6. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
7. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.
8. The words "Net Revenues" to mean all money paid or payable to the Contractor for sales made, and for services rendered at/or from advertising devices covered under this RFP, regardless of when or where, on a cash or credit basis. The term "Net Revenues" shall not include commissions paid to recognized advertising agencies (excluding Contractor and its agents), not to exceed 15% of the customer's billing; any taxes imposed by law which are separately stated to and paid by the customer and directly payable by Contractor to a taxing authority; any reasonable artwork production charges. Payments received by the Contractor in advance shall be reported as Net Revenues in the month moneys are earned, calculated on a straight-line basis.
9. County - Miami-Dade County (MDC), a political subdivision of the State of Florida.
10. The word "Department" to mean Miami-Dade Transit (MDT).
11. The words "Station Domination" to mean an advertising package that includes various types and quantities of devices sold as a single device and installed at a single Metrorail Station. This device requires Director's approval.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves

the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a 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 Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants and the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs and the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs and any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

1.5 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded 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.

1.6 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.7 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.8 Expedited Purchasing Program

Intentionally omitted

1.9 Contract Measures

Not Applicable

2.0 SCOPE OF SERVICES**2.1 Background**

The County is seeking proposals from qualified Proposers to manage a transit advertising program. Such advertising shall be in the form of:

At Metrorail stations: back-lighted "diorama" poster displays, non-illuminated bench windscreens, non-illuminated wall-mounted poster displays, map/advertising displays, digital information/advertising units and station domination opportunities.

At South-Miami Dade Busway: self-standing, back-lighted advertising devices along the dedicated road and the outer panel signage on the Busway square advertising devices along limited bus stops.

Metromover exterior wrap advertisement with limited window coverage.

Metrorail exterior wrap advertisement with limited window coverage (existing train fleet only).

Inside transit vehicles: inside Metrobus and Metrorail car advertising posters, and inside Metrobus, Metrorail, and Metromover floor and ceiling wrap opportunities.

Exterior of buses: Taillight advertising panels; Full-Back advertising panel on back of buses; King Size advertising panels on side of buses; Queen Size advertising panels on side of buses; Ultra King (no window coverage) and Ultra Super King panels (including window coverage on one side of bus only) applied directly to the side of buses between wheel wells; Metrobus exterior full-wrap advertisement (limited window coverage and excluding the front of vehicles), and other approved forms of advertising at such times and locations as designated and approved by the Director of Miami-Dade Transit (hereinafter referred to as the "Director"). The current advertising device inventory is listed in Exhibit 1 of the Sample Agreement included in this RFP.

2.2 Requirements and Services To Be Provided

The selected Proposer shall secure necessary sales, complete ad installations, provide maintenance personnel, and a local Miami-Dade County based full time account representative who is authorized to act on behalf of the Proposer. The responsibilities of the Proposer shall include, but not limited to the following:

- a) Aggressively pursue sales of advertising devices in/on MDT vehicles (Buses, Metrorail, Metromover), Metrorail stations, and the South Miami-Dade Busway.
- b) Provide billing services
- c) Preparation of related financial and operating reports as specified in section 2.5.
- d) Placement of advertising materials and all related operations including preparation of advertising materials for installation, scheduling of work, and removal of expired materials.
- e) Maintenance of all advertising devices shall include maintaining all display devices listed in Exhibit 1 in clean, graffiti-free and good condition.
- f) Restore transit vehicles to their original condition if any damage occurs due to installation and/or removal of any advertising device.

All installation, maintenance, and personnel shall be properly uniformed shall present a neat and clean appearance at all times and adhere to Transit Security Protocols. The Contractor shall control the actions of its employees and remove from employment any employee whose conduct the Director determines is detrimental to the best interests of the general public or the County.

The installation and removal of advertising devices and materials shall take place during hours of minimum passenger and visitor activity, at such hours as approved by the County.

All contractors and subcontractors are required to have a current ID card displayed while on MDT property at all times. In order to obtain a new or renewed Contract ID card, the following paperwork must be submitted in person:

- a) A completed, **original** contractor ID application, completed in **blue** ink, and signed by both the contractor/subcontractor and an MDT authorized representative.
- b) A completed, **original** fingerprint card.
- c) A completed, **original** National Crime Information Center (NCIC) background check form with a proper raised seal.

All documents must be original, and can have no alterations or markings. Similarly, all documents must be produced in person. No emails, PDF files, or facsimiles will be accepted.

Copies

All copies of original documents will be maintained by an MDT inventory control specialist.

Ineligibility for issuance or renewal of contractor/subcontractor ID cards

Personnel may not be issued a new or renewed contractor or subcontractor ID if he/she currently or in the past has:

- Any felony, sexual, or domestic violence conviction

- Been discharged from the military under any conditions other than honorable
- Any history of irresponsible behavior including but not limited to an unreasonable driving record, or a problem employment record as determined by the county contract administrator or designee
- Any criminal activity listed in 49 US Code of Federal Regulations (CFR) section 1542.209, *Disqualifying Criminal Offenses* and 19 CFR 122.183, *Denial of Access*.

Display of ID card

All contractor and subcontractor personnel **must** at all times conspicuously display their contractor/subcontractor ID card. Prior to entry, and at all times while on MDT property, contract and subcontract personnel are subject to ID checks by any authorized MDT agent. Any personnel not in possession of their ID card will be denied access to MDT property, or if already on property will be immediately escorted off MDT property until such time as he/she can display proper ID.

All contract and subcontract personnel are subject to random ID checks while on MDT property, at any time for any purpose, by any authorized MDT agent.

Limit of Duration of Contractor/Subcontractor ID card

New or renewed contractor/subcontractor ID cards shall be valid for a time not to exceed one year. All issued contractor/subcontractor cards must be renewed prior to the completion of the one year period to maintain all contractor/subcontractor privileges included therein. Any contractor or subcontractor who fails to comply with the one year renewal requirement is strictly forbidden from entering any MDT property as a contractor/subcontractor until such time as the ID card is renewed and returned to valid status.

The installation and removal of bus advertising devices shall take place when such vehicles are not in service.

2.3 Unsold Advertising Space

The Contractor shall keep all advertising spaces occupied with advertising materials at all times. Devices not used by paid advertising shall be filled in the following order of priority:

- (a) Transit information or Miami-Dade Transit self-promotional materials
- (b) County services information or self-promotional materials

Any use of unsold advertising space may be pre-empted by cash sales. The Contractor shall maintain a complete inventory of all unsold devices occupied by County advertising materials posted by the Contractor. Contractor shall be responsible for the installation and removal of County materials.

2.4 Advertising Content

All advertising materials, advertisement content and manner of presentation shall be subject to approval by the Director prior to installation, which may disapprove any such items at its sole discretion. The Director is authorized to deny the placement of any advertisement, which in his/her opinion is detrimental to the aims, purposes, goals, or reputation of Miami-Dade County and/or Miami-Dade Transit.

The Contractor shall remove from the vehicles, Metrorail stations, and the South Miami-Dade Busway, at its sole cost and expense, within three (3) days upon receipt of written demand, any advertising material that is disapproved, damaged, or becomes unsightly. Any advertising material previously approved, which may subsequently be considered objectionable by the Director shall likewise be removed. If Director requires the removal of previously approved advertisements, Contractor shall be entitled to reasonable production costs incurred. Contractor shall provide written documentation verifying production costs and production expenditures.

In the event that such disapproved material is not removed within three (3) days upon receipt of written notice, the Director may cause said material to be removed, and the Contractor shall pay all related costs and expenses. The County shall not be liable for any damages in connection therewith. Refusal by the Contractor to remove said material shall be considered a default of this Contract, which shall be considered as waived by the corrective action on the part of the County and reimbursement of all costs and expenses by the Contractor.

The Contractor shall adhere to generally accepted principles of advertising in relation to good taste and truth in advertising. Whenever a question arises as to the propriety of an advertisement, the Contractor is required to submit the advertisement to the Director for review and approval prior to installation.

Tobacco advertising and/or political or political campaign advertising shall not be allowed.

Advertising of alcoholic beverages shall be permitted with the following restrictions:

- (a) To avoid overexposure, this category shall be limited to no more than 25 percent (25%) of the contract's Agreed-Upon Inventory to include Metrobuses, Metromover and Metrorail vehicles, Metrorail stations, and the South Miami-Dade Busway;
- (b) Miami-Dade Transit (MDT) staff must pre-approve all ads for alcoholic beverages
- (c) All advertising of alcoholic beverages must include the disclaimer below as mandated by the Alcohol Beverage Labeling Act (ABLA) of 1988. Government warning disclaimer must be equal to at least 10% of the size of the ad:

GOVERNMENT WARNING: (1) According to the Surgeon General, women should not drink alcoholic beverages during pregnancy because of the risk of birth defects. (2) Consumption of alcoholic beverages impairs your ability to drive a car or operate machinery, and may cause health problem.

2.5 Reports

Monthly Report

The Contractor shall provide MDT with a link or access to real-time reports in Contractor's current reporting system. Access to reports shall include but not be limited to:

- a) Gross billings and net billings – All Gross and Net Revenue billings.
- b) A copy of each and every contract or agreement by the Contractor -- including, but not limited to, local and national agreements, agency commissions paid or unpaid including trade, and bonus or free space traded.
- c) Inventory occupancy by device – Includes the total sold/unsold space by device type; total advertising space traded or bartered by device type; and the total advertising space used for public service announcements by device type.
- d) Installations and removals of advertisement devices -- Includes the name of the advertiser, advertising agency (if applicable), the type of advertising device, quantity per type of advertisement device installed and/or removed, date of installation and location per advertising device (i.e. bus number, bus exterior side, Metrorail station, Busway location, etc.)

End of Contract Year Revenue Report

The Contractor shall, within ninety (90) days following each anniversary date of this Contract, submit to the County a Revenue report prepared and signed by an Independent Certified Public Accountant, as to the Contractor's operations under this Contract. Said Revenue report shall be prepared in conformance with the American Institute of Certified Public Accountants' requirements for special reports. Such Revenue reports shall contain twelve (12) full calendar months of reconciliation and summary of 12 months of reports.

While the County does not expect to request other reports on a routine basis, there may be instances when the County may require a special report as it relates to the contract services. Selected Proposer shall provide all required reports to the County, in a format, frequency and quantity acceptable to the County.

Within ninety (90) days from the date the Contractor is required to provide the End of Contract Year Report, the County shall make a reconciliation of the total amount paid by the Contractor to the County during a contract year based on the Minimum Annual Guarantee and the percent of Net Revenue calculations.

In the event that the total amount paid by the Contractor to the County at the end of a contract year was less than the Minimum Annual

Guarantee or the percent of the Annual Net Revenues required under this Contract, whichever is greater, a payment for the difference owed to the County shall be made by the Contractor within thirty (30) days from written notification from the County to the Contractor on the reconciliation outcome.

2.6 Inventory

FRAMING OF BUSES

The Contractor shall provide, install, maintain and replace, at its own cost, all necessary Metrobus interior and exterior (if any) advertising display hardware (frames, card springs, etc.). The County must approve changes from current practices. All hardware, once installed on or in transit vehicles under this Contract shall become the property of the County. As vehicles are taken out of service for disposal, it shall be the Contractor's responsibility to remove all advertising hardware (if any) from such vehicles.

ADVERTISING DEVICE RELOCATION

The present locations of all advertising devices under the Agreed upon Inventory are permanent. No advertising device may be removed or relocated by the Contractor without prior written approval of the County. The Contractor shall remove, reinstall and/or relocate any advertising device at the County's discretion and upon direction by the County, and at no cost or expense to the County. The Contractor should consider all advertising hardware locations as permanent.

ADVERTISING DEVICES RESERVED FOR MDT

The following advertising devices shall be reserved for the exclusive use of MDT through the contract year:

- (a) Five interior devices in each Metrorail vehicle.
- (b) The device directly behind the driver's seat (bulkhead) in the interior of each bus.
- (c) The two devices nearest the front door (one on each side) located over the windows in the interior of each bus.
- (d) All center bench windscreen advertising device in Metrorail stations.
- (e) Five South Miami-Dade Busway Advertising Kiosk panels between SW 104th Street and SW 160 Street.
- (f) MDT shall receive guaranteed posting for promotional purposes of at least 25 bus exterior devices at MDT's discretion.
- (g) Any advertising device not included in Exhibit 1, otherwise authorized by the Director.

2.7 Audio and Text Advertising

The County at its sole discretion reserves the right to modify the Agreed-Upon Inventory to include audio and text advertisement on its Metrobus, Metromover, and /or Metrorail Vehicles. The County at its sole discretion may award a contract to a different provider for said audio and text advertisement inside Transit vehicles.

2.8 Installations, Removal and Damages

The Contractor shall reimburse the County for the cost as determined by the County of repairs for any damage caused by the Contractor, its employees, subcontractors, and agents to transit vehicles, Metrorail stations, South Miami-Dade Busway advertising devices, or any other MDT property including damages occurred due to the installation and/or removal of advertising devices. If County makes repairs, the cost of the repairs shall include all materials and labor necessary to return the device or structure to its original condition. County labor cost for shall be at the current rate for personnel completing the repair plus fringe benefits at the then labor rate.

The Contractor shall restore transit vehicles to their original condition if any damage occurs while installing and/or removing advertisement materials. If the contractor fails to restore the transit vehicles to its original condition, the County shall have the right to have repairs completed and requires the selected proposer to reimburse the County.

Transit vehicle numbers must be visible at all times regardless of the advertisement on the vehicles, unless the Director grants prior written approval.

At no time shall advertisement materials be installed on the front of transit vehicles. On Metromover, no advertisement device

installation will be allowed on the front and the back of cars.

In the event that the Contractor fails to conform with this regulation, the County, at the sole discretion of the Director, will be able to remove all or the portion of the advertising device(s) covering any part or all window area. The County shall have the right to seek monetary reimbursement for all costs associated with the removal of such device(s) as stated in Section 8.03 above.

Should the need arise to cover or partially cover an MDT logo decal with an advertisement device, the Contractor must obtain prior written approval from the Director (full-wrap bus ads excluded). In addition, the Contractor will be responsible for replacing each MDT logo decal damaged as a consequence of installation and/or device removal.

All advertising materials shall be removed within seven days of its contract expiration date. All dated advertising materials shall also be removed within seven days of the date shown on the advertisement. In the case that the Contractor fails to remove such materials, the County can remove such advertisement materials at the sole cost to the Contractor.

The Contractor, in connection with the installation of any advertising device, shall not alter Metrorail stations, the South Miami-Dade Busway Advertising devices, or any part thereof without prior written approval by the Director. The Director reserves the right to make such improvements to Metrorail stations and South Miami-Dade Busway Advertising devices, as it may deem desirable at any time.

2.9 Payments to the County

The selected Proposer shall pay the County the highest of the Minimum Annual Guarantee or a percentage of Monthly Gross Revenue from the date of the Notice to Proceed and through the termination date of the Agreement (see Form B-1).

Minimum Annual Guaranteed

The selected Contractor shall pay to the County 1/12 of the Minimum Annual Guarantee (MAG) due in advance on the first day of each calendar month via electronic payment (ACH/Wire). The MAG proposed shall be no less than 2 million dollars per year. Any proposed MAG less than 2 million dollars in any year will not be eligible for award.

If the percentage fee due to the County on the monthly revenue exceeds the MAG payment, the Contractor shall pay the County the difference between the MAG and the percent of all Net Revenues in addition to the MAG by the 10th day of the calendar month following the month during which the Net Revenues were received or accrued via electronic payment (ACH/Wire). Payments received by the Contractor in advance shall be reported as Net Revenues in the month the money is earned, calculated on a straight-line basis. (See example base on a 2 million dollar MAG and 60% Net Revenue below).

	MAG on the First Day of the Month	Total Net Revenue	60% of Net Revenue	Payment to County on the 10 th Day of the following Month
January	\$166,666.66	\$500,000.00	\$300,000.00	\$133,333.34
February	\$166,666.66	\$525,000.00	\$315,000.00	\$148,333.34
March	\$166,666.66	\$550,000.00	\$330,000.00	\$163,333.34

Increase/Decrease in Agreed-Upon Inventory: In the event there is an increase or decrease by 20% or more, at any time during a contract year, in the total number of buses designated by MDT as included in the Agreed-Upon Inventory in effect at the time of the increase/decrease (Exhibit 1), the Minimum Annual Guarantee shall be recalculated as provided below.

The Minimum Annual Guarantee shall be adjusted to be effective with the first day of the calendar month following such recalculation. Such adjustment shall be prorated for purposes of adjusting the Minimum Annual Guarantee for the contract year. Failure by the Contractor to request in writing to the County any adjustments to the Agreed Upon Inventory and/or Minimum Annual guarantee with ninety (90) days of receipt of notice from the County of the actual inventory adjustment by the County shall result in a waiver by the Contractor of claims and/or rights to any adjustments with respect to such actual inventory adjustment during the term of this Contract and any extensions thereof.

For purposes of this section, the total number of buses shall include the full-size and minibus fleet.

All recalculations of the Minimum Annual Guarantee shall be accomplished as follows:

- (1) The Minimum Annual Guarantee for each contract year under this Contract – At the commencement of each new contract year, the corresponding Minimum Annual Guarantee for that specific contract year under Form B-1.
- (2) In the event that there is an increase/decrease of 20% or more of the number of buses available as included in the Agreed-Upon Inventory in effect at the time of the increase/decrease, the Minimum Annual Guarantee will be adjusted upward or downward, as the case may be, by the same percentage as the increase/decrease of the number of buses available.

Any increase/decrease to the number of Metrorail vehicles, Metrorail station devices, Metromover vehicles, and the South Miami-Dade Busway advertising devices shall not cause an adjustment to the Annual Minimum Guarantee, unless otherwise requested and/or approved by the Director.

2.10 Pro Forma

Proposals shall include a Pro Forma that generally provides a financial analysis integrating revenues, payroll expenses, costs of goods and services, investments and depreciation, operating expenses, and net revenue for a period of first five (5) years of the project's operation. The financial analysis and feasibility of the project shall be presented in a fashion to enable a clear understanding of financial feasibility and financial inflows and outflows over the projection period.

2.11 Laws, Regulations, and Permits

COMPLIANCE

The Contractor shall comply with all laws, ordinances, regulations, and rules of Miami-Dade Transit and the County, State, and Federal governments, which may be applicable to its operation under this Contract.

PAYMENT OF OBLIGATIONS

The selected Contractor shall pay all costs and expenses in connection with its operations under this Contract and the rights and privileges herein granted, including without limitation, permit, and license fees. The selected Contractor shall assume and pay all personal property taxes levied or assessed against its property located in Metrorail stations, transit vehicles, and the South Miami-Dade Busway. The selected Contractor may be required to report, and display evidence that all permit, excise, and license fees and personal property taxes have been paid.

2.12 Trade or Barter

During the term of this Contract, the Contractor may not enter into trade or barter agreements related to the Agreed Upon Inventory without the prior written approval of the MDT Director.

2.13 Rates

The Contractor shall establish all rates for the sale of advertising devices included in the Agreed-Upon Inventory. All advertising sales rates and related charges shall be provided to the Director for information. Rates, including any long-term discount to be offered (e.g., three-month, six-month, twelve-month rate), that will be effective from the commencement of this Contract, shall be submitted to the Director within 15 days from award of the Notice to Proceed. Subsequent sale rate adjustments shall also be submitted to the Director for information no later than 30 days prior to the effective date of the adjustment. The County will not be responsible to the Contractor for any loss of anticipated profits or subsequent damages resulting from an inaccurate estimate of annual sales rates for advertising devices.

2.14 General Maintenance

The Contractor agrees that its representatives and employees will not deface or damage any transit property or deposit or scatter any rubbish, waste, or litter in or about any transit facility or vehicle. The Contractor will, at its own expense, promptly remove any such rubbish, waste, and litter caused by any of its representatives or employees.

The Contractor will maintain, at its own expense, all advertising devices and the advertising materials clean and in good repair and free of graffiti at all times. The Contractor, at its sole cost and expense, will take remedial action on any advertisement device-related complaint including graffiti, cleanliness, safety-related condition, etc. within 24 hours of verbal notification by the Director or his/her designee. The Director reserves the right to immediately remove any device or advertising material which may be hazardous or offensive to the public.

The Contractor shall be responsible, at its own expense, for all maintenance of advertising devices as needed, or as requested by the Director. This maintenance shall include keeping in working condition all electrical components, repairing and/or repainting of frames, replacement of the acrylic covers, and the removal of any graffiti on them. The maintenance shall also include a thorough inspection of all hardware for loose electrical wires, frayed wires, loose poster frames, sharp edges, replacement of burnt-out lamps, etc. The Contractor is sole responsible for insuring that all electrical devices conform to standard safety measures and do not represent a hazard to any person. All parts and materials used in the maintenance of advertising devices shall become the property of the County.

While the County continually makes a good faith effort to keep Metrorail stations, Metrorail/Metromover vehicles and the interiors and exteriors of Metrobuses in a reasonably clean condition so that the ability of the Contractor to sell and renew advertising accounts will not be impaired, the County cannot guarantee the cleanliness of these vehicles and facilities or the Contractor's advertisements installed thereon.

Electric Power: The County shall provide the electricity used for the operations and lighting of advertising devices at the sole discretion of the Director.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee ("Committee") who will evaluate and rank proposals on criteria listed below. The Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of two hundred (200) points per Evaluation/Selection Committee member.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors (if applicable), that will be assigned to this project, and experience and qualifications of subcontractors	55
2. Proposer's financial strength, stability	35
3. Proposer's approach to providing the services requested in this Solicitation	20
4. Pro Forma	30

<u>Price Criteria</u>	<u>Points</u>
5. Minimum Guarantee Revenue	35
6. Percentage of Net Revenues	25

4.3 Oral Presentations

Upon completion of the evaluation of the criteria indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Local Certified Service-Disabled Veteran's Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

4.5 Price Evaluation

The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer.

The Revenue Proposal submission will be assigned a maximum of 100 points per each Evaluation/Selection Committee member. The Revenue will be evaluated in the following manner:

1. Minimum Annual Guarantee

The Minimum Annual Guarantee Revenue offer will be evaluated in the following manner:

- a) The responsive proposal with the highest total cumulative minimum annual guarantee will be given the maximum points (35 points).
- b) Every other proposal will be given points proportionately in relation to the highest total cumulative minimum annual guarantee. This point total will be calculated by dividing the total cumulative minimum annual guarantee of the proposal being evaluated by the highest total cumulative minimum annual guarantee with the result being multiplied by the weight (35 points) to arrive at a revenue score of less than the full score for total cumulative annual minimum guarantee.

Example:

$$\frac{\text{Proposer's Cumulative Annual Min. Guarantee}}{\text{Highest Cumulative Annual Min. Guarantee}} \times \text{Total Points for Min. Guarantee} = \text{Points}$$

2. Percentage Fee of Net Revenues

25 points

The percentage fee offer will be evaluated in the following manner:

- a) The company with the highest percentage of net revenues arising from advertising sales to be paid to the County will be assigned 25 points.
- b) To obtain the rating for each of the remaining proposals, the percentage offers of each of the other proposals will be divided by the highest percentage proposed and the resulting number multiplied by 25.

Example:

$$\frac{\text{Proposer's Percentage Offer}}{\text{Highest Percentage Proposed}} \times \text{Total Points for Percentage Fee} = \text{Points}$$

The two numbers for each company (one for cumulative minimum annual guarantee offer and one for percentage fee offer) derived by the preceding calculations will be added to obtain the total points for revenue.

The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.6 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses (see **Form A-4**). If, following the completion of final rankings by the Evaluation/Selection Committee, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.7 Negotiations

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with their recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. In his sole discretion, the County Mayor or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

A contract award recommendation will be made based on the offer that is most advantageous, and is in the best interest of the County.

4.10 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to

the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.11 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the website at <http://www.miamidade.gov/procurement/vendor-registration.asp> or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Services Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) Inspector General Reviews

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated.

6.0 ATTACHMENTS

Form of Agreement
Exhibit 1 – Agreed-Upon Inventory
Proposal Submission Package

(This is the form of agreement the County anticipates awarding to the selected Proposer.)

**Advertising Services for Transit Vehicles,
Metrorail Stations and the South Miami-Dade Busway**

Contract No. 00039

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between _____, a corporation organized and existing under the laws of the State of _____, having its principal office at _____ (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide Advertising Services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 00039, and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated _____, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such Advertising Services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Adjusted Agreed-Upon Inventory" to mean the device inventory resulting from adding or deleting devices included in the Initial Agreed-Upon Inventory under this Contract. The Contractor, without the advance written approval of the County, may not add or delete existing and/or new advertising devices.
- b) The words "Advertising Devices" to mean specific advertising format listed in Exhibit 1, agreed upon Inventory.
- c) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 00039, and all associated addenda, and the Contractor's Proposal.
- d) The words "Contract Date" to mean the date on which this Agreement is effective.
- f) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- g) The word "Contractor" to mean _____ and its permitted successors and assigns.
- h) The word "Days" to mean Calendar Days including Saturday and Sunday
- i) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review or approval pursuant to the terms of this Agreement.
- j) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- k) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- l) The words "Initial Agreed-Upon Inventory" to mean all advertising devices listed under this Contract whether utilized or not utilized, whether sold or not sold, which have been approved as to type and location by the County. The devices listed in Exhibit 1, attached hereto and made a part hereof, shall be considered the Initial Agreed-Upon Inventory for the commencement of this Contract.
- m) The words "Minimum Annual Guarantee" to mean the minimum annual payment amount guaranteed by the Contractor to the County for each contract year. With the commencement of each new contract year, the corresponding proposed Minimum

Annual Guarantee will become effective.

- n) The words "Net Revenues" to mean all moneys paid or payable to the Contractor for sales made, and for services rendered at/or from advertising devices covered under this Contract, regardless of when or where, on a cash or credit basis. The term "Net Revenues" shall not include commissions paid to recognized advertising agencies (excluding Contractor and its agents), not to exceed 15% of the customer's billing; any taxes imposed by law which are separately stated to and paid by the customer and directly payable by Contractor to a taxing authority; any reasonable artwork production charges; and moneys received pursuant to Article 2.3 of Appendix A. Payments received by the Contractor in advance shall be reported as Net Revenues in the month moneys are earned, calculated on a straight-line basis.
- o) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- p) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- q) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- r) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Any Amendment, Change Order to these terms and conditions, 2) these terms and conditions, 3) the Scope of Services (Appendix A), 4) the Miami-Dade County's RFP No. 00039 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on _____ and shall continue through the last day of the 60th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for two (2) additional five-year periods. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed

sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County
Attention:
Phone:
Fax:
E-mail:

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Assistant Director
Phone: (305) 375-5548
Fax: (305) 375-2316
E-mail:

(2) To the Contractor

Attention:
Phone:
Fax:
E-mail:

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT TO THE COUNTY

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the revenue share to the County. The revenue share payable to the County for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in accordance with the Revenue Schedule: Form B-1. Except for a change and/or modification to the Contract, which is approved and executed in writing by the County Mayor, and the Contractor, payment obligations of the Contract will be as defined in Form B-1.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to

Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. REVENUE SHARING

Revenue sharing shall be in accordance with the Revenue Schedule, FORM B-1.

ARTICLE 9. SALES TAX

INTENTIONALLY OMITTED

ARTICLE 10. METHOD AND TIMES OF PAYMENT

The Contractor shall pay the County on a monthly basis, on or before the 1st calendar day of each month, including any option or extension periods. Notwithstanding the first MAG payment shall be made no less than 3 business days after receipt of Notice to Proceed. To the extent Notice to Proceed is issued after the first day of the month, the MAG for that initial month shall be adjusted on a prorated basis. If the percentage fee due to the County on the monthly revenue exceeds the MAG payment, the Contractor shall pay the County the difference between the MAG and the percent of all Net Revenues in addition to the MAG by the 10th day of the calendar month following the month during which the Net Revenues were received or accrued via electronic payment (ACH/Wire). Payments received by the Contractor in advance shall be reported as Net Revenues in the month the money is earned, calculated on a straight-line basis.

In the event of over payment, the Contractor will be allowed to deduct such amount from the next payment due to the County. In the event of an under payment, the Contractor shall be required to increase the next scheduled payment by the amount of the underpayment, plus interest at 1 ½% percent of the original payment due. Payment adjustments will be reflected in monthly statements to balance the account.

The Contractor must make all monthly payments due to the County notwithstanding any claim including, but not limited to, device inventory and/or monthly payment adjustment claims. Failure by the Contractor to submit all monthly payments due to the County on time shall result in a waiver of claims and/or rights to any adjustments during the term of this Contract and any extensions thereof.

This provision does not, in any way, diminish the County's right provided herein to terminate the Contract. Notwithstanding any provisions herein, the Contractor understands and agrees that in the event the Contractor fails to pay the County any owed amount; such failure may be cause for the County to declare a default. Payment to the County shall be made via check, unless otherwise directed by the County.

ARTICLE 11. LATE PAYMENT CHARGE

- (a) In the event that the Contractor fails to make any payments on time, by the due date, as required to be paid under the provisions of this Contract, ten calendar days after such due date, interest at the rate of 18% per annum shall accrue against all such delinquent payment(s) from the original due date, until the County actually receives payment. The right of the County to require payment of such interest and the obligation of the Contractor to pay same shall be in addition to and not in lieu of the County's rights to enforce other provisions herein, including termination of this Contract, or to pursue other remedies provided by law.
- (b) Failure by the Contractor to submit on time all payments due to the County as described, result in a waiver of any claim and/or rights to any adjustments during the term of this

Contract. Implementation of this provision shall not preclude the County from terminating this Contract for default in the payment of the monthly Minimum Annual Guarantee and/or the percentage of Net Revenues or from enforcing any other provisions contained herein.

ARTICLE 12. INDEMNIFICATION AND INSURANCE

Proposer shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Proposer or its employees, agents, servants, partners principals or subcontractors. Proposer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Proposer shall furnish to the Internal Services Department, Procurement Management Division, 111 NW 1st Street Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Proposer as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage must include Advertising Liability. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Office of Insurance Regulation.

CERTIFICATE HOLDER MUST READ:**MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Notice to Proceed is contingent upon the receipt of the insurance documents, as required, within five (5) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within ten (10) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 13. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to

replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 14. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 15. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 16. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the Miami-Dade Transit Director or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Miami-Dade Transit Director's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Miami-Dade Transit Director within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The Miami-Dade Transit Director may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Miami-Dade Transit Director participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Miami-Dade Transit Director for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the Miami-Dade Transit Director is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The Miami-Dade Transit Director, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 17. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of

any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 18. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 19. AUDITS

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 20. SUBSTITUTION OF PERSONNEL

INTENTIONALLY OMITTED

ARTICLE 21. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 22. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its

obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

ARTICLE 23. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 24. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 25. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
 - i. the Contractor has not made MAG payments on a timely basis;
 - ii. the Contractor has not made Percentage Net Revenue payments;
 - iii. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

- iv. the Contractor has failed to obtain the approval of the County where required by this Agreement;
- v. the Contractor has failed to provide or maintain a valid Letter of Credit in the amount prescribed in the Contract;
- vi. the Contractor has failed in the representation of any warranties stated herein.
- vii. the Contractor has failed to obtain or maintain insurance as prescribed in section 12.

ARTICLE 26. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a ten (10) day period. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 27. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 28. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other

third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 29. CONFIDENTIALITY

INTENTIONALLY OMITTED

ARTICLE 30. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 31. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

ARTICLE 32. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

- | | |
|---|--|
| 1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the County Code) | 8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the County Code) |
| 2. Miami-Dade County Employment Disclosure Affidavit
(Section 2-8-1(d)(2) of the County Code) | 9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the County Code) |
| 3. Miami-Dade County Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the County Code) | 10. Miami-Dade County Domestic Leave and Reporting Affidavit
(Article 8, Section 11A-60 11A-67 of the County Code) |
| 4. Miami-Dade Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the County Code) | 11. Subcontracting Practices
(Ordinance 97-35) |
| 5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the County Code) | 12. Subcontractor /Supplier Listing
(Section 2-8.8 of the County Code) |
| 6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the County Code) | 13. Environmentally Acceptable Packaging
(Resolution R-738-92) |
| 7. Miami-Dade County Code of Business Ethics Affidavit
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code) | 14. W-9 and 8109 Forms
(as required by the Internal Revenue Service) |
| | 15. FEIN Number or Social Security Number
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be |

provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. Office of the Inspector General
(Section 2-1076 of the County Code)

17. Small Business Enterprises
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. Antitrust Laws
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 33. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to

audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 34. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 35. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 36. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 37. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 38. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy

proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 39. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)

INTENTIONALLY OMITTED

ARTICLE 41. CONTRACT LETTER OF CREDIT (LOC)

42.1 The Contractor shall furnish the following Letter of Credit (LOC) at its own expense:

Letter of Credit (LOC) – The Contractor shall, five business days after contract award and before the County issues the Notice to Proceed (NTP), provide to the County a LOC in the amount of \$10,000,000.00. The LOC shall be accessible such that the County may, at its convenience, withdraw funds from the LOC in the event the Contractor fails to execute its performance and payment obligations in a timely manner. The LOC shall be refreshed within five days if drawdowns are made by the County, such that the amount of the LOC is continual at \$10,000,000. The LOC shall remain in full force for the contract term, and any extension periods approved by the County. On the first anniversary of the effective date and each anniversary date thereafter contained in the Notice to Proceed, the Contractor may cause the amount of the LOC to decrease to reflect 100% of the outstanding contract requirements.

42.2 The LOC shall be in an acceptable form to the County, and shall be executed by a Financial Institute acceptable to the County, authorized to issue surety LOCs in the State of Florida.

42.3 Provisions of the LOC shall not limit, in any way, any liability of the Contractor to the County.

42.4 The LOC shall be drawn on a financial institution which is federally insured and authorized to do business and with offices in the State of Florida.

ARTICLE 43. LIABILITY FOR DAMAGE OR INJURY

The County shall not be liable for damage or injury which may be sustained by any party or persons on the property where advertising structures/space are located other than the damage or injury solely caused by the negligence or intentional actions of the County, its agents and employees while in the course of County business, and as limited by Section 768.28, Florida Statutes.

ARTICLE 44. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board (“SFWIB”), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource/>.

ARTICLE 45. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 46. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 47. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

INTENTIONALLY OMITTED

ARTICLE 48. TERMINATION

48.1 The Contractor, at the termination of this Contract shall remove all of its property forthwith. Advertising materials displayed will not be considered Contractor's property.

Any property of the Contractor not removed in accordance with this Article will be removed by the County to County storage at the cost of the Contractor. Failure on the part of the Contractor to reclaim its property within thirty (30) days from the date of termination shall constitute a gratuitous transfer of title to the County for whatever disposition is deemed to be in the best interests of the County.

48.2 At termination of this Contract, for whatever reason, all Contractor-provided advertising devices installed under this Contract, shall be acquired by either the County or Contractor's successor at their depreciated value. For this purpose, the Contractor shall depreciate advertising devices on a straight-line basis for five (5) years from their date of installation, unless otherwise mutually agreed to in writing by the Contractor and the Director at the time of installation. Contractor-provided advertising devices shall include any advertising display units installed by the Contractor and approved by the Director. Incidental materials used to prepare advertising copy, materials used to maintain advertising devices, will not be considered advertising devices. The Contractor shall notify the Director in writing prior to any installation of the value of the device, including such value and date of its acquisition and installation. At the termination of this Contract, for whatever reason, if such notifications have not been provided for the devices, such shall be considered to be fully amortized.

48.3 At termination of this Contract, for whatever reason, all advertising material under unexpired contracts shall remain in the display device in which it was installed at the time of termination. All materials to which advertising copy is bonded or attached or is required to maintain the advertising copy in the display device, shall become the property of the County.

48.4 The Contractor hereby grants the County or successor contractor the right to acquire at the termination of this Contract for whatever reason, all unexpired contracts for advertising for assignment to and continued servicing by the County or its successor Contractor. The Contractor shall incorporate this provision into all of its contracts for advertising under this Contract. The County, or its successor contractor, shall remit to the Contractor for the unexpired contract term or for six (6) months, whichever occurs first, a twenty percent (20%) commission on collected revenues.

48.5 The termination of this Contract, for any reason whatsoever, shall not relieve the Contractor of its obligation to make any payments which are due and unpaid at the time of such termination.

ARTICLE 49. TERMINATION FOR CONVENIENCE OF MIAMI-DADE COUNTY

49.1 The Agreement may be terminated by the County in accordance with this provision in whole, or in part, whenever the County determines that such termination is in its best interests. Any such determination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the Agreement is terminated and the date upon which such termination becomes effective.

49.2 After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor shall:

- A. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination;
- B. Place no further orders or subcontracts for materials, services or equipment, except as may be necessary for completion of such portion of the Work not terminated;

- C. Terminate all orders and subcontracts to the extent that they relate to the terminated portion of the Agreement;
- D. Assign to the County, in the manner, at the time, and to the extent directed by the County, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, in its sole discretion, to settle or pay any claims arising out of the termination of such orders and subcontracts;
- E. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval of the County, which approval shall be final for all the purposes of this provision;
- F. Complete performance of such portion of the Agreement as was not terminated by the Notice of Termination; and
- G. Take such action as may be necessary, or as the County may direct, for the protection and preservation of the property related to this Agreement, which is in the possession of the Contractor and in which the County has or may acquire an interest, until the effective date of termination.

49.3 After receipt of a Notice of Termination, the Contractor shall submit to the County its termination claim, if any, in the form and with the certification prescribed by the County. Such claim shall be submitted promptly but in no event later than one year from the date of termination. The failure of the Contractor to submit its termination claim within the time specified shall preclude the recovery of any costs or damages incurred by the Contractor as a result of the total or partial termination of the Agreement.

ARTICLE 50. INGRESS AND EGRESS

Subject to the Rules and Regulations of the Director, the Contractor, its employees and agents shall have the right to ingress and egress from vehicles, Metrorail stations, and the South Miami-Dade Busway with a valid identification card provided by Miami-Dade Transit. The Contractor must notify the Contract Administrator in order that proper identification authorizing admittance may be issued to Contractor, its employees or agents. All identification cards supplied by the County to the Contractor shall be returned to the County at the end of the contract year or any extension thereof or as requested by the Director at any time during the life of this Contract.

ARTICLE 51. SERVICE INTERRUPTIONS

If the Contractor is unable to perform its work or services under this Contract because of any strike or other labor unrest, fire, natural disaster, acts of God, acts of Federal, State, or local government in their sovereign capacity, or other unforeseen causes beyond the control of the Contractor and without the Contractor's fault or neglect, or the County's Metrobus, Metrorail, and Metromover systems are not available for use by the public, and twenty percent (20%) or more of the advertising devices subject to this Contract is not available to the Contractor, for more than three (3) successive days, then the contract payment retained by or paid to MDT shall be reduced on a pro-rata basis for the period of time of such interruption.

ARTICLE 52. PREMISES AND TERMS

52.1 Upon issuance by the County of the Notice to Proceed, defined herein as written notice from the County to the Contractor specifying the date on which the Contractor is to proceed with the service and on which the contract period commences to run, the County grants the Contractor the right to sell, install, display, maintain, change, and remove advertising, including posters and other forms of advertising devices, at locations approved by the Director of Miami-Dade Transit or his/her designees (hereinafter referred to as the "Director") for transit vehicles, Metrorail stations, and the South Miami-Dade Busway. These locations are initially designated to include the inventoried devices as designated in Exhibit 1, Agreed Upon Inventory, attached hereto and made a part hereof. The advertising display device inventory shall be subject to change. The contract anniversary date shall be one year from the date specified in the Notice to Proceed. The Annual Minimum Guarantee shall be applicable upon Notice to Proceed.

The Contractor is granted exclusivity as to the specific advertising devices included in this Contract. The Contractor is responsible for the replacement of the devices.

52.2 The Director reserves the right without limitation at all times during the term of this Contract, and any extensions thereof, to require the addition, removal, change of location, modification or refurbishment of any or all advertising devices covered under this Contract. The Director has the right, without limitation, to add or delete advertising devices at any time during the term of this Contract, and any extensions thereof.

52.3 The rights granted herein to the Contractor are not in derogation of the rights of the County to grant to licensees, concessionaires, and lessees the right to advertise in the premises or space used by them for their own business. Should the Contractor supply such advertising for monetary consideration the County shall share in such consideration as provided herein. The Contractor shall have no claim against the County for any lost revenues that may be attributable to the exercising of these rights by the County. The County reserves the right to place self-promotional material and devices in or on any County owned facility or property. The Director, at its sole discretion, further reserves the right to allow vendors or advertisers the use of County owned facilities including Metrorail stations and the South Miami-Dade Busway for special short-term joint promotions which encourage the use of public transportation.

52.4 Assignment of buses to routes and/or transit facilities: It is hereby expressly understood and agreed that the sale of advertising privileges is only incidental to the business of the County. Contractor shall not have the right to request/include as part of any agreement the transferring/reassignment of buses between routes and/or transit facilities.

52.5 The Contractor shall have no claim against the County, including, but not limited to, adjustments to the Annual Minimum Guarantee and/or the Agreed-Upon Inventory caused by changes to bus routes, assignment of buses to different routes and/or Metrobus garages/facilities, transit vehicles temporarily removed from service due to mechanical failure or damage caused by accidents, or similar changes resulting from the operation of the transit system.

52.6 New Advertising Opportunities and Nonexclusivity: This Contract is nonexclusive in character and shall in no way prevent the County from offering or authorizing the sale of competitive services, products or items by other concessionaires or others in other locations or facilities not specifically listed in Exhibit 1 attached hereto. The Contractor shall have no rights to any new display device that may be made available by the County. The County retains the right to enter into contractual arrangements with parties other than the Contractor for the use and installation of new advertising opportunities which are not included in this Contract. The Contractor does not have the right of first refusal for new advertising opportunities. All recommendations regarding new advertising opportunities

are subject to review and approval by the Director or his/her designee whose decision in such matters shall be final. The Contractor may, however, at the County's sole discretion, be given the opportunity to adopt and implement such opportunities, provided the following are met:

- (a) The Director and the Contractor are able to mutually agree to monthly sales rates, which will be charged for each unit of each type of new advertising device.
- (b) The Director and the Contractor agree to the allocation of expenses involved in the installation, maintenance, and removal of new advertising devices including all necessary repairs, if any, to transit vehicles and transit properties damaged by the installation and/or removal of new advertising devices.

52.7 New Advertising Device: In the event that a new advertising device is added to the Agreed-Upon Inventory under this Contract, a six (6) month trial period will commence. Once the trial period is over, and only after Director's final approval, the new device shall become a part of the Agreed Upon Inventory.

52.8 The Contractor, under this Contract, does not lease or occupy any portion of MDT premises or facilities.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: Carlos A. Gimenez

Title: _____

Title: Mayor

Date: _____

Date: _____

Attest: _____
Corporate Secretary/Notary Public

Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

EXHIBIT 1
AGREED-UPON INVENTORY
As of January 2014

METROBUS FULL-SIZE FLEET AVAILABLE FOR ADVERTISING*

BUS TYPE	SERIES	# of VEHICLES
NABI 9900	9900**	86
NABI 2000	2000	92
NABI 2002	02100 & 02200	109
NABI 2003	03100 & 03200	99
NABI 2004	04100 & 04200	110
NABI 2005	05100 & 05200	108
NABI 2006	06100	53
NABI 2010 (Hybrid)	09100	10
Gillig 2010 (Hybrid)	10100	3
TOTAL		670

TOTAL NUMBER OF FULL-SIZE BUSES WITH ADVERTISING SPACES: 670

*Excludes MCI buses (06700 series), Articulated buses (09500 series) and VIP exclusive buses for MDT.

**NABI 9900 series buses are projected to be retired/removed from the inventory within 1-3 years.

ADVERTISING DEVICES APPROVED FOR POSTING ON METROBUSES:

Inside Bus Advertising Device -- 11" high x 28" wide or adjusted to fit space inside vehicle.

Inside Bus Domination – Applied advertising device covering the interior bus floors, ceilings or other areas approved by the MDT Director. All Inside Bus Domination ads must be pre-approved by the MDT Director.

King Size Advertising Device – 30" high x 144" wide or adjusted to fit space on vehicle

Queen Size Advertising Device – 30" high x 108" wide, 30" high x 88" wide, or adjusted to fit space on vehicle

Tailgate Advertising Device – 21" high x 72" wide or adjusted to fit space on vehicle

Full-Back Advertising Device – Applied covering the exterior full body of back of bus.

EXHIBIT 1
AGREED-UPON INVENTORY

Ultra Super King Size Advertising Device – Applied covering the exterior body of bus between wheel wells, **including** window areas (only one Ultra Super King Size ad per bus allowed).

Ultra King Advertising Device – Applied covering the exterior body of bus between wheel wells, **excluding** all window areas. No decal material will be installed covering a portion or all window areas. Extension decal material may be allowed on a case by case basis with the MDT Director's approval only.

Full Bus Wrap Advertising Device (First two years of contract only) – Applied advertising device covering the exterior body of vehicles. Windows may be covered between wheel wells on one side of the bus only. No decal material will be installed covering the front of vehicles. Extension decal material may be allowed on a case by case basis with the MDT Director's approval only. NOTE: MDT will allow this device for the first two years of the contract. After the first two years, MDT, at its discretion, will modify the specification of the device as specified below.

Full Bus Wrap Advertising Device (Beginning on the third year of contract) - Applied advertising device covering the exterior body of vehicles. Windows may be covered between wheel wells on one side of the bus only. No decal material will be installed covering the front of vehicles or on the side of vehicles from the front of bus up to the first passenger window (See proposed sample – Attachment A). This prohibition on the placement of advertisement on the side of the bus up to the first passenger window may only be waived if approved by and the sole discretion of the MDT Director prior to placement of the advertisement. MDT may modify the proposed sample as needed. Extension decal material may be allowed on a case by case basis with the MDT Director's approval only.

**EXHIBIT 1
AGREED-UPON INVENTORY**

MINIBUS FLEET AVAILABLE FOR ADVERTISING*

BUS TYPE	SERIES	# of VEHICLES
Optima 2007	6300	54

TOTAL NUMBER OF MINIBUSES WITH ADVERTISING SPACES: 54

*Excludes South Beach Local buses and VIP exclusive buses for MDT.

ADVERTISING DEVICES APPROVED FOR POSTING ON MINIBUSES:

Inside Bus Advertising Device -- 11" high x 28" wide or adjusted to fit space inside vehicle.

Inside Bus Domination – Applied advertising device covering the interior bus floors, ceilings or other areas approved by the MDT Director. All Inside Bus Domination ads must be pre-approved by the MDT Director.

Minibus Side Advertising Device – 21" high x 72" wide

King Size Advertising Device – adjusted to fit space on vehicle

Queen Size Advertising Device – adjusted to fit space on vehicle

Tailgate Advertising Device – 21" high x 72" wide or adjusted to fit space on vehicle

Full-Back Advertising Device – Applied covering the exterior full body of back of bus.

Ultra Super King Size Advertising Device – Applied covering the exterior body of bus between wheel wells, **including** window areas (only one Ultra Super King Size ad per bus allowed).

Ultra King Advertising Device – Applied covering the exterior body of bus between wheel wells, **excluding** all window areas. No decal material will be installed covering a portion or all window areas. Extension decal material may be allowed on a case by case basis with the MDT Director's approval only.

Full Bus Wrap Advertising Device (First two years of contract only) – Applied advertising device covering the exterior body of vehicles. Windows may be covered between wheel wells on one side of the bus only and on the back of the vehicle. No decal material will be installed covering the front of vehicles. Extension decal material may be allowed on a case by case basis with the MDT Director's approval only.
NOTE: MDT will allow this device for the first two years of the contract. After the first two years, MDT, at its discretion, will modify the specification of the device as specified below.

Full Bus Wrap Advertising Device (Beginning on the third year of contract) -

Applied advertising device covering the exterior body of vehicles. Windows may be covered between wheel wells on one side of the bus only and on the back of the vehicle. No decal material will be installed covering the front of vehicles or on the side of vehicles from the front of bus up to the first passenger window (See proposed sample – Attachment A). MDT may modify the proposed sample as needed. Extension decal material may be allowed on a case by case basis This prohibition on the placement of advertisement on the ride from the front of the bus up to the first passenger window may only be waived if approved by and the sole discretion of the MDT Director prior to placement of the advertisement.

EXHIBIT 1
AGREED-UPON INVENTORY

METRORAIL STATIONS AVAILABLE FOR ADVERTISING

Dadeland South
Dadeland North
South Miami
University
Douglas Road
Coconut Grove
Vizcaya
Brickell
Government Center
Historic Overtown/Lyric Theatre Station
Culmer
Civic Center
Santa Clara
Allapattah
Earlington Heights
Miami International Airport *
Brownsville
Dr. Martin Luther King Jr.
Northside
Tri-Rail
Hialeah
Okeechobee
Palmetto

ADVERTISING DEVICES APPROVED FOR POSTING AT METRORAIL STATIONS:

Diorama Advertising Device – 43” high x 62” wide

Back-lighted (transparency) self-standing poster display device available in concourse area of stations except Government Center, Palmetto, and Miami International Airport Metrorail Stations.

Bench Windscreen Advertising Device -- 46” high x 60” wide, non-illuminated poster display device. Each bench structure contains six devices. The center space on both sides of bench structure is reserved for MDT.

Wall-mounted Advertising Device – 46” high x 60” wide

Non-illuminated poster display attached to the walls at several Metrorail stations.

Digital Information/Advertising Units – Electronic advertising display units located on the platform level of all Metrorail Stations.

**EXHIBIT 1
AGREED-UPON INVENTORY**

Station Domination – An advertising package that includes various types and quantities of devices sold as a single device and installed at a single Metrorail Station. This device requires Director's approval.

*Station Domination is not allowed at the Miami International Airport Metrorail Station

METRORAIL VEHICLES: 136 CARS

Interior Metrorail Advertising Device – 23" high x 22" wide
Five display devices reserved for MDT.

Interior Metrorail Domination – Inside domination allowed on a case by case basis with the MDT Director's approval only.

Exterior Metrorail Advertising Device – Applied advertising device covering all or part of the exterior body, excluding windows. Limited window coverage may be allowed on a case by case basis with the MDT Director's approval only. **All Metrorail exterior advertising must be pre-approved by the MDT Director before installation.**

NOTE: Acceptance of new rail vehicles is scheduled to begin May 2016 – August 2018. New rail vehicles are to be phased in. Exterior advertising will not be allowed on the new rail vehicles.

METROMOVER VEHICLES: 25 CARS

Exterior Metromover Advertising Device – Applied advertising device covering all exterior body, except front and rear of Metromover cars. **Limited window coverage allowed on a case by case basis with the MDT Director's approval only. All exterior Metromover advertising must be pre-approved by the MDT Director before installation.**

Interior Metromover Domination – Inside domination allowed on a case by case basis with the MDT Director's approval only.

South Miami-Dade Busway Advertising Panels

The eye-level advertising panels along the South Miami-Dade Busway are easily spotted from US 1 and from the heavily travelled intersection streets. The 30 backlit Busway ad kiosk panels are 4' W x 6' H and the 10 non-illuminated Busway square ad panels are 94.25" W x 81.25" H. These ad panels are exposed to vehicles traveling along US 1 daily between SW 104 St and SW 160 St.

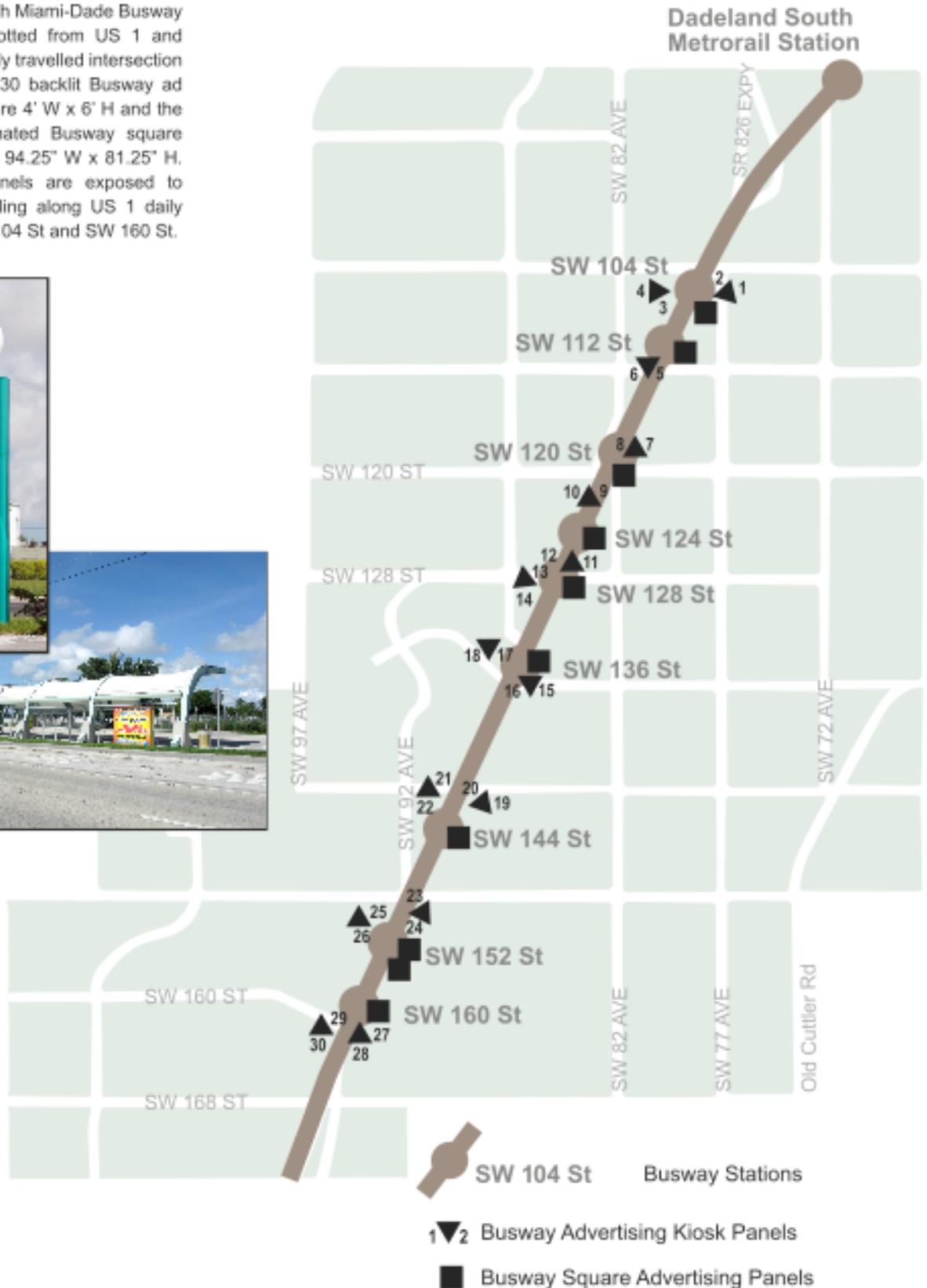
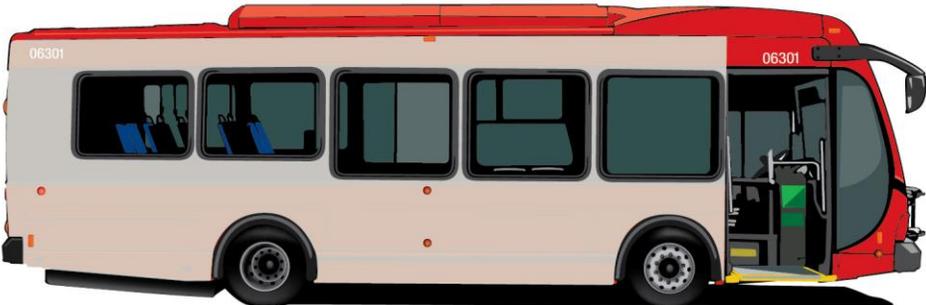
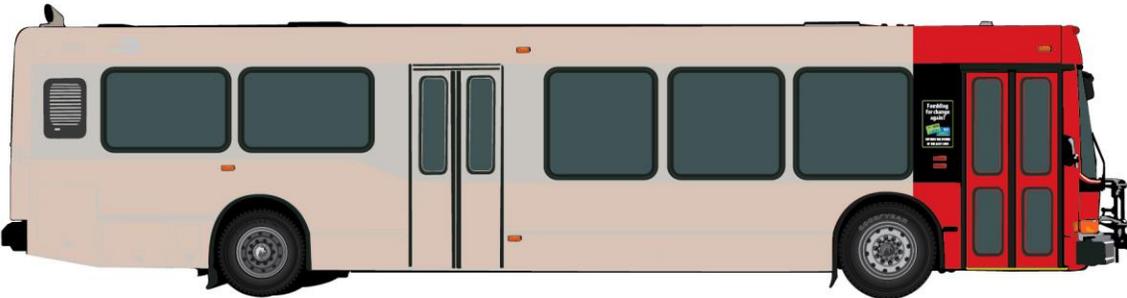
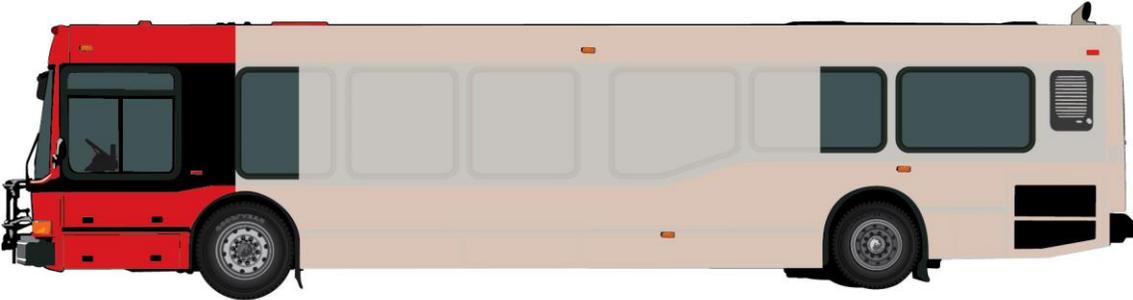


EXHIBIT 1 | ATTACHMENT A
PROPOSED SAMPLE





**PROPOSAL SUBMISSION PACKAGE
REQUEST FOR PROPOSALS (RFP) No. 00039
ADVERTISING SERVICES FOR TRANSIT VEHICLES, METRORAIL STATIONS
AND THE SOUTH MIAMI-DADE BUSWAY**

In response to the Solicitation, Proposer shall RETURN THIS ENTIRE PROPOSAL SUBMISSION PACKAGE as follows:

1. Solicitation Submittal Form, Cover Page of Proposal

Complete and sign the solicitation submittal form (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

2. Proposer Information

Complete following the requirements therein.

Note: The Proposer Information document is available in Word and is included in the Solicitation attachments.

3. Affidavits/Acknowledgements

Complete and sign the following:

Lobbyist Registration for Oral Presentation
Fair Subcontracting Practices
Subcontractor/Supplier Listing

4. Form B-1, Price Proposal Schedule

Complete following the requirements therein.

Please refer to the front cover of this Solicitation for electronic submission instructions.

PROPOSER INFORMATION

Minimum Qualification Requirements

1. Provide documentation that demonstrates Proposer’s ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation may be deemed non-responsive. The minimum qualification requirements for this Solicitation are:

CONTENTS OF PROPOSAL

The proposal must consist of two separate parts: (A) Technical Proposal, and (B) Revenue Proposal, as follows:

A. TECHNICAL PROPOSAL

The Technical Proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. No cost information is to be included with the Technical Proposal. The Technical Proposal must include the following information:

1) Cover Page

The attached Form A-1 is to be used as the cover page for the Technical Proposal. This form must be fully completed and signed by an authorized officer of the Proposer submitting the proposal.

2) Table of Contents

The table of contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

3) Executive Summary

Provide a brief summary describing the Proposer’s ability to perform the work requested in this RFP; a history of the Proposer’s background and experience in providing similar services; the qualifications of the Proposer’s personnel to be assigned to this project; the subcontractors or subconsultants and a brief history of their background and experience; and, any other information called for by this RFP which the Proposer deems relevant, including any exceptions to this RFP. This summary should be brief and concise to advise the reader of the basic services offered, experience and qualifications of the Proposer, staff, subcontractors or subconsultants and any other relevant information.

4) Preferred Qualifications

The selected Proposer should:

- 1) Have at least three years experience in:
 - (a) managing, operating and marketing indoor and/or outdoor marketable assets
 - (b) operating an advertising program
 - (c) contracting with clients willing to advertise in such venues at market rates, and
 - (d) installing and maintaining indoor/outdoor displays.
- 2) Have relevant experience providing services through a similar scope of services for other public agencies of similar size and complexities.

- 3) Have substantial knowledge of the legal requirements involved in providing this type of service or be able to perform appropriate research and due diligence.
- 4) Demonstrate adequate financial strength to provide start-up operations and reasonable working capital.
- 5) Have the capacity, capability and expertise to provide indoor and/or outdoor management services for simultaneous projects at multiple locations throughout the County.
- 6) Demonstrate that the Proposer possesses the market expertise to manage project-related tasks including, but not limited to:
 - (a) Developing indoor and/or outdoor advertising assets and market those assets accordingly;
 - (b) Negotiating advertising contracts;
 - (c) Researching and complying with local and state ordinances controlling the placement and/or removal of any means of advertising venues and/or activities;

5) Technical Information

- (a) Describe Proposer's work plan, methodology and recommended solutions in performing the services described in the Scope of Services (see Section 2.0), and describe Proposer's specific policies, plans, procedures or techniques to be used in providing the services to be performed. The Proposer shall describe its approach to the responsibilities of its management and staff personnel that will perform work described in this RFP.
- (b) List the names and addresses of all major first tier subcontractors or subconsultants, and describe the extent of work to be performed by each first tier subcontractor or subconsultant.
- (c) Describe the contract that the Proposer currently has that best meets the goal of maximum occupancy of advertising space. How many and what types of devices do the Proposer sell in the above referenced contract? What is the gross yearly income from this contract?
- (d) Describe a comprehensive sales program that the Proposer would implement in Miami-Dade County, and attach the qualifications of the sales staff assigned to these obligations.
- (e) Describe the Proposer's financial and staffing capabilities to procure national advertising contracts.
- (f) Include in the proposal a sample advertising contract the Proposer will enter into with advertisers under this RFP.
- (g) Outline the maintenance program to service all advertising devices under this RFP.
- (h) Provide photographs of advertising devices that are currently sold and installed in this or another transit system where you currently provide similar services.
- (i) Describe in detail services, enhancements, and/or new devices that the Proposer could provide in addition to the Scope of Services and specifications under this RFP.

- (j) Describe any additional benefits to be provided to the County, if any.
 - (k) Provide an implementation plan and schedule for the proposed services and/or enhancements.
- 6) Proposer's Experience, Past Performance, Financial Capability and Litigation
- (a) Provide an organization chart showing all individuals, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants.
 - (b) Describe the Proposer's past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.
 - (c) Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) the client, (ii) description of work, (iii) total dollar value of the contract, (iv) contract duration, (v) customer contact person and phone number for reference, (vi) statement or notation of whether Proposer is/was the prime contractor or subcontractor or subconsultant, (vii) the results of the project and (viii) outstanding payments at the end of the contract, if any. Describe those projects performed for government clients or similar size private entities and any work performed for the County.
 - (d) List all contracts that the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with County Ordinance No. 98-42, which requires that "a Bidder's or Proposer's past performance on county contracts be considered in the selection of Consultants and Contractors for future county contracts." As such, the Proposer must list and describe all work performed for Miami-Dade County and include the name of the county department which administers or administered the contract(s); the contact person(s) on the contract(s) and their telephone number; the dates covering the term of the contract(s) and the dollar value of the contract(s).
 - (e) Describe any other experiences related to the work or services described in the Scope of Services (see Section 2.0), and any other information which may be specific to the required services to be provided (e.g. software/hardware information, training, etc.).
 - (f) Provide most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
 - (g) Describe any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors or subconsultants is or has been involved within the last three (3) years.
 - (h) Proposer shall submit a Five-Year Pro-forma to support proposed revenue to the County. For example, the pro-forma must consider sources revenue and annual amounts, payroll expenses, cost of goods and services, investments and depreciation, operating expenses, and net revenue. Proposer's Pro-forma will be evaluated as part of the technical submission. The County will consider

the feasibility of proposed revenue projections and how well they are supported by the Pro-forma. The Pro-forma shall itemize proposed revenue projects on a yearly basis over the first five-year period.

7) Key Personnel and Subcontractors Performing Services

(a) Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key individuals and subcontractors or subconsultants (if applicable) who will be assigned to this project. This information shall include the functions to be performed by the key individuals and the subcontractors or subconsultants (if applicable).

(b) Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any subcontractors or subconsultants (if applicable). All key personnel includes: all partners, managers, seniors and other professional staff that will perform work and/or services in this project.

Note: After proposal submission, but prior to the award of any contract issued as a result of this RFP, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

B. REVENUE PROPOSAL

The Proposer will be required to pay Miami-Dade County the highest of the Minimum Annual Guarantee or a percentage of Net Revenues. The acceptable Minimum Annual Guarantee for the initial five (5) year term of the contract shall not be less than \$2,000,000. The Minimum Annual Guarantee for options to renew will be negotiated with the selected Proposer, but shall not be less than \$2,000,000. The minimum percentage of net revenues acceptable for the initial term and optional renewal period shall not be less than sixty percent (60%). Any proposal that does not meet the acceptable minimum guarantee and percentage will not be eligible for award.

If the Proposer wishes to submit an alternate revenue proposal, the Proposer must first submit revenue in accordance with the Form B-1, and then include a separate alternate revenue marked "ALTERNATE REVENUE PROPOSAL" and on the first page of the alternate revenue. Alternate Revenue Proposal will be considered during negotiations with the Selected Proposer. Proposers who do not submit revenue in accordance with Form B-1 will not receive evaluation points for the Revenue portion. The alternate revenue will not be scored for evaluation purposes, but may be considered by the County if the Proposer is selected for negotiations.

FORM B-1: REVENUE SCHEDULE

INSTRUCTIONS

Proposer shall complete and fill in all blanks on this Form B-1. Proposer’s failure to adhere to this Revenue Schedule format may render its proposal non-responsive. Proposed revenue Schedules will be evaluated in accordance with Section 4.6 of the solicitation document.

PERCENTAGE NET REVENUE EVALUATION

Proposer shall propose a Percentage Net Revenue by indicating a Percentage Net Revenue per year over a five-year period that will be paid to the County. The percentage net revenue shall not be less than 60%. Any Proposer with a proposed Percentage Net Revenue less than 60% will not be eligible for award. The proposed Percentage Net Revenue submitted will be used to evaluate Proposer’s revenue offer.

Please complete the Percentage Net Revenue chart below:

Percentage Net Revenue	Annual Percentage Net Revenue (Paid to the County on a Monthly Basis) – Must Be at Least 60%
Year 1	_____ %
Year 2	_____ %
Year 3	_____ %
Year 4	_____ %
Year 5	_____ %

MINIMUM ANNUAL GUARANTEED REVENUE (MAG)

The selected Contractor shall pay to the County 1/12 of the Minimum Annual Guaranteed (MAG) on a monthly basis, on the first day of each month. The MAG proposed shall be no less than 2 million dollars per year. Any Proposer with a proposed MAG less than 2 million dollars in any year will not be eligible for award. Please include the **annual MAG amount** for each of the five years listed below.

MAG Payment

Must be at least \$2 million each contract year

Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____

NOTE No. 1: Please note that the County reserves the right to negotiate percentage net revenues, and MAG amounts.



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ADDENDUM No. 1

DATE: April 3, 2014

TO: ALL PROSPECTIVE PROPOSERS

SUBJECT: Advertising Services for Transit Vehicles, Metrorail Stations and the South Miami-Dade Busway
RFP No. 00039

This addendum becomes a part of the subject RFP No. 00039.

Please find attached the attendance sheet for the Pre-proposal Conference for the subject RFP.

All other information remains the same.

Miami-Dade County

Allan M Garcia

Procurement Contract Associate

cc: Clerk of the Board

Bruce Libhaber, Assistant County Attorney





ATTENDANCE SHEET

LOCATION: 111 NW 1st Street 18th Floor Conf Room 18-4 Miami FL 33128

RFP-00039 -Advertising Services for Transit Vehicles, Metrorail Stations and the South
 Miami-Dade Busway- Pre-Proposal Conference

PURPOSE: DATE: 31-Mar-14

NAME / TITLE	COMPANY / DEPARTMENT	ADDRESS	PHONE	email
Pearl Bethel	Miami-Dade County/ ISD PM	111 NW 1st Street Suite 1300 Miami, FL 33128	(305) 375-2102	bpearl@miamidade.gov
Allan M Garcia	Miami-Dade County/ ISD PM	111 NW 1st Street Suite 1300 Miami, FL 33128	(305) 375-5650	allangm@miamidade.gov
Rosemary Cortes	Miami-Dade County/ MD Transit	701 NW 1st Court, Suite 1600 Miami, FL 33136	(786) 469-5381	rcortes@miamidade.gov
Liz Caprio	CBS Outdoor	8900 NW 18th Terrace, Suite 200	(305) 591-2932	liz.caprio@cbssouthflor.com
LeAnne Dammert	Adman Lewis LP	25 Biscayne Blvd, Suite 2200	(305) 379-2425	leanne@admanlewis.com
Kurt Amelst	CBS Outdoor	405 Lexington Ave	(212) 715-5322	kurt@cbsother.com
Joe Little	CBS Outdoor	1904 Cypress Rd Tampa	(813) 901-2824	joe.little@cbsother.com
Diana Neudez	Lorente & Hecker PA	801 Arthur Rd #401 Miami, FL 33130	(305) 742-2810	dneudez@lorentehecker.com
Thas Asper	Ureente Hecker	801 W 41st St #401 W 33140	(305) 742-2810	tasper@lorentehecker.com
Jim Melalichuk	Signal Outdoor	200 MANUSAL CT EAST ROSWELL GA 30076	(404) 906-2960	jim.m@signaloutdoor.com
Rick Newcomer	Signal Outdoor	"	()	rickn@signaloutdoor.com
John Sney	Signal Outdoor	7616 Sunbeam Blvd #114 Orlando	(407) 856-7079	johns@signaloutdoor.com
Ricardo Kattar	Signal Outdoor	"	(786) 683-6309	ricardo.k@signaloutdoor.com
NOBERT SEALS	Pfleyay Group Inc	12550 Biscayne Blvd	(305) 332-8524	nobertseals@pfleyaygroup.com
RV Mathews	Lamar Advertising	801 Northpoint Pkwy WPA FL	(813) 835-8400	rvmathews@lamar.com

Completing this attendance sheet is optional.



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ADDENDUM No. 2

DATE: April 9, 2014

TO: ALL PROSPECTIVE PROPOSERS

SUBJECT: Advertising Services for Transit Vehicles, Metrorail Stations and the South Miami-Dade Busway
RFP No. 00039

NEW PROPOSAL DUE DATE: April 25, 2014 (the time remains the same as stated in the RFP).

This addendum becomes a part of the subject RFP No. 00039.

The revised proposal due date is April 25, 2014 (the time remains the same as stated in the RFP).

All other information remains the same.

Miami-Dade County

Allan M García

Procurement Contract Associate

cc: Clerk of the Board

Bruce Libhaber, Assistant County Attorney





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ADDENDUM No. 3

DATE: April 16, 2014

TO: ALL PROSPECTIVE PROPOSERS

SUBJECT: Advertising Services for Transit Vehicles, Metrorail Stations and the South Miami-Dade Busway
RFP No. 00039

NEW PROPOSAL DUE DATE: April 25, 2014 (the time remains the same as stated in the RFP).

This addendum becomes a part of the subject RFP No. 00039.

The following are questions posed to County pertaining to this RFP:

Q1) Exhibit 1: Agreed -Upon inventory defines "Full Bus Wrap Advertising Devices" differently for the first two years of the contract from its definition beginning on the third year of the contract. It appears that the difference is related to excluding advertisements at the front of the bus up to the first passenger window beginning on the third year of the contract to be covered. Limiting the coverage can be expected to have negative consequences on the potential revenue that can be generated by this media type. Is there an explanation for this change?

A) MDT anticipates color coding buses based on specific routes allowing transit riders to easily identify the route. In order to prevent the removal of the Full Bus Wrap Advertising Device in its entirety from the inventory, MDT has agreed to the modified full-wrap version.

Q2) Article 41: CONTRACT LETTER OF CREDIT (LOC) of the sample agreement included with the RFP calls for the Contractor to furnish a Letter of Credit in the amount of \$10,000,000.00 as security to the County in the event that the Contractor fails to execute its performance and payment obligations in a timely manner. It further indicates that on the first anniversary date and on each subsequent anniversary date, the Contractor may cause the amount of the LOC to decrease to reflect 100% of the outstanding contract requirements. Is it appropriate to assume that 100% of the contract requirements is the aggregate total amount of the Minimum Annual Guarantee? If so, would it be correct to assume that if a respondent proposed a MAG of \$3,000,000.00 per contract year, that the amount of the Letter of Credit to be supplied would be \$15,000,000.00 and that on the first anniversary date and on each subsequent anniversary date, the amount would be reduced by \$3,000,000.00?

A)No. The Letter of Credit (LOC) language is updated as follows: The LOC shall be in the amount of \$10,000,000. At the expiration of each contract year, the contractor may reduce the value of the LOC by \$1,500,000.

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COUNTY

Q3) Proposers are expected to demonstrate adequate financial strength to provide start-up operations and reasonable working capital and to provide its most recent certified business financial statements which we would assume should support this. What criteria will the county use to evaluate the financial information that is provided?

A) Criteria stated within the RFP, including but not limited to, Section 6, "Proposer's Experience, Past Performance, Financial Capability and Litigation".

Q4) Please provide a report including the net sales of the contract, % payment to Miami Dade, and the total payments paid each year to Miami Dade for the last five years. This is necessary information to view the history of revenue for this contract in order to determine a competitive minimum annual guarantee.

A) Net Sales figures for the last five years:

Contract Year (Sept-Aug)	Amount
2013-2014 (Sept – Feb)	\$3,106,371
2012-2013	\$6,351,797
2011-2012	\$5,667,127
2010-2011	\$4,672,632
2009-2010	\$3,726,251

60% Percent of sales:

Contract Year (Sept-Aug)	Amount
2013-2014 (Sept – Feb)	\$1,863,823
2012-2013	\$3,811,078
2011-2012	\$3,400,276
2010-2011	\$2,803,580
2009-2010	\$2,235,750

Payments to Miami-Dade County:

Contract Year (Sept-Aug)	Amount
2013-2014 (Sept – Feb)	\$1,863,823
2012-2013	\$3,811,078
2011-2012	\$3,375,453*
2010-2011	\$2,769,666*
2009-2010	\$2,294,757*

*Amount includes overage deduction for previous contract year

Q5) The Letter of Credit Requirement for this contract is \$10 million, which is five times the suggested minimum guarantee. The entire transit advertising industry is based on ANNUAL RENEWABLE Letters of Credit or Performance Bonds for each year of the contract for annual guarantees. In fact, most authorities only require 25% to 50% for each annual guarantee, as listed below. We request that the Letter of Credit be reduced to a \$2 million Annual Renewable Letter of Credit for each year of the contract. The FTA policy for revenue contracts encourages fair and

open competition while discouraging excessive surety requirements. This request would more than ensure that the county's interests would be protected.

Letter of Credit Requirement:

- Chicago Transit Authority: 33% of Minimum Annual Guarantee
- Massachusetts Bay Transportation Authority: 40% of Minimum Annual Guarantee
- Southeastern Pennsylvania Transportation Authority: 25% of Minimum Annual Guarantee
- Metropolitan Transportation Authority (NYC): 25% of Minimum Annual Guarantee
- King County Metro (Seattle): 25% of Minimum Annual Guarantee
- Charlotte Area Transportation System: 13% of Minimum Annual Guarantee
- New Jersey Transit: 33% of Minimum Annual Guarantee
- Dallas Area Rapid Transit: 25% of Minimum Annual Guarantee
- Met Transit (Minneapolis): 25% of Minimum Annual Guarantee

A) See answer to question #2.

Q6) Exhibit 1 (page 44) indicates that the "NABI 9900 series buses are projected to retired/removed from the inventory within 1-3 years". These buses make up nearly 13% of the buses available for advertising. As these buses are retired/removed will they be replaced with new buses? If so will those new buses be made available for advertising immediately as they are added to the fleet? If not when, if at all, will they be made available for advertising

A)

- i) Yes, they will be replaced with new buses.
- ii) Yes, the new buses will be made available for advertising immediately as they are added to the fleet.

Q7) Over the past five year's how many "Station Dominations" have been approved and sold and at which stations have they been implemented.

Station	Year
STA DOM ALLAPATTAH	11
STA DOM BRICKELL	12
STA DOM BRICKELL	14
STA DOM CIVIC CENTER	11
STA DOM CIVIC CENTER	12
STA DOM CIVIC CENTER	13
STA DOM CIVIC CENTER	14
STA DOM CIVIC CENTER	14
STA DOM DADELAND NORTH	10
STA DOM DADELAND NORTH	10

STA DOM DADELAND NORTH	11
STA DOM DADELAND SOUTH	10
STA DOM GOVERNMENT CENTER	10
STA DOM GOVERNMENT CENTER	12
STA DOM GOVERNMENT CENTER	14
STA DOM HIALEAH	14
STA DOM OKEECHOBEE	14
STA DOM SOUTH MIAMI	13

Q8) Please indicate if the current contractor has utilized trade or barter for advertising space over the last five years, which , if utilized, should be part of the Monthly Report as indicated in section 2.5 (page 10) and approved by the MDT Director as indicated in section 2.12 (page 13).

A) No trade or barter was utilized over the last five years.

Q9) In section 4.2, Evaluation Criteria, under Price Criteria it allocates a total of 60 points (of the 200 total) to Minimum Guarantee Revenue (35 points) and Percentage of Net Revenue (25 points). Yet under Price Evaluation (section 4.5) it states that the Revenue Proposal will be assigned a maximum of 100 points per each Evaluation/Selection Committee member. As a revenue generating contract it would make sense to have 50% (100 points) of the total weight be based on the revenue portion of the proposal. However it is unclear how the revenue proposal is weighted because if the points assigned is intended to be 100 points (as described in 4.5 Price Evaluation) the formulas described only allow for a maximum of 60 points (only 30% of the 200 point total). We request that the evaluation criteria of the revenue proposal be 100 points of the 200 point total to coincide with the 100 points (eg. 60 for Minimum Annual Guarantee and 40 for Percentage of Net Revenue) maximum as described in section 4.5

A) Section 4.2 through 4.5 of the RFP is being replaced by the following:

4.2 Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee ("Committee") who will evaluate and rank proposals on criteria listed below. The Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of two hundred (200) points per Evaluation/Selection Committee member.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors (if applicable), that will be assigned to this project, and experience and qualifications of subcontractors, and marketing and sales approach	65
2. Proposer's financial strength, stability	35

<u>Price Criteria</u>	<u>Points</u>
3. Minimum Guarantee Revenue	65
4. Percentage of Net Revenues	35

4.3 Oral Presentations

Upon completion of the evaluation of the criteria indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Local Certified Service-Disabled Veteran's Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

4.5 Price Evaluation

The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The Revenue Proposal submission will be assigned a maximum of 100 points per each Evaluation/Selection Committee member. The Revenue will be evaluated in the following manner:

1. Minimum Annual Guarantee

The Minimum Annual Guarantee Revenue offer will be evaluated in the following manner:

- a) The responsive proposal with the highest total cumulative minimum annual guarantee will be given the maximum points (65 points).
- b) Every other proposal will be given points proportionately in relation to the highest total cumulative minimum annual guarantee. This point total will be calculated by dividing the total cumulative minimum annual guarantee of the proposal being evaluated by the highest total cumulative minimum annual guarantee with the result being multiplied by the weight (65 points) to arrive at a revenue score of less than the full score for total cumulative annual minimum guarantee.

Example:

$$\frac{\text{Proposer's Cumulative Annual Min. Guarantee}}{\text{Highest Cumulative Annual Min. Guarantee}} \times \text{Total Points for Min. Guarantee} = \text{Points}$$

2. Percentage Fee of Net Revenues

25 points

The percentage fee offer will be evaluated in the following manner:

- a) The company with the highest percentage of net revenues arising from advertising sales to be paid to the County will be assigned 25 points.
- b) To obtain the rating for each of the remaining proposals, the percentage offers of each of the other proposals will be divided by the highest percentage proposed and the resulting number multiplied by 25.

Example:

$$\frac{\text{Proposer's Percentage Offer}}{\text{Highest Percentage Proposed}} \times \text{Total Points for Percentage Fee} = \text{Points}$$

The two numbers for each company (one for cumulative minimum annual guarantee offer and one for percentage fee offer) derived by the preceding calculations will be added to obtain the total points for revenue.

The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

Q10) Please clarify what the agreed upon bus inventory entails. We feel it should be based only on those buses that allow advertising which is shown as 670 buses on page 44 plus the 54 mini-buses.

A) Correct.

Q11) Section 5.j of the Proposal Submission Package asks proposers to "describe any additional benefits to be provided to the county, if any". This is a very vague request. Please confirm that this section is not to show any financial considerations outside of the revenue proposal to the county whether it be cash or goods. Please elaborate on what benefits the county is looking for in this section.

A) The additional benefits to be offered, if any, are at the discretion of the proposer.

Q12) Please confirm that any alternative revenue proposal provided will not be scored for evaluation purposes as indicated in section B, page 56 and be used solely for negotiations with any selected proposer.

A) Correct.

Q13) Please provide the last five years of annual reported sales by the current contractor and the amounts paid to MDT from those sales.

A) See answer to question #4.

Q14) Please provide a copy of the current contract with CBS.

A) See Attachment No. 1

Q15) Are the payments due for the overages to the Minimum Monthly Guarantee based on revenue collected by the contractor or based on the sales for the period?. If based on sales will the County allow deductions for non payment if the contractor has made a good faith effort to collect revenue due?

A)

i) Payments due are based on the sales for the period as defined in Article 1, Definitions, of the Sample Agreement.

ii) No. The County will not allow deductions for non payment.

Q16)Is the window coverage policy for the first 2 years of the contract the same policy that is currently in force?

A)Yes.

Q17)Does the County expect any material reduction in buses or advertising faces over the next five years?

A)Refer to Exhibit 1, Agreed Upon Inventory in the Sample Agreement.

Q18) Will the County reduce the L.O.C. to an annual amount equal to \$2M?

A)No. See answer to question #2.

Q19) Please provide the revenue amounts paid to the County during the past five years.

A)See answer to question #4.

Q20)During the past five years, was the MAG not exceeded? If so what year(s) and what were the MAG amounts during that time frame?

A)No.

Q21)What is the MAG and revenue percentage in effect for the current contract?

A) \$2 Million MAG. 60% Revenue Percentage.

Q22) We request a copy of the year end summary of revenues generated by the current contractor by month, reflecting the Guarantee and any % sharing over the guarantee.

A) See Attachment No. 2

Q23)I believe in the new RFP you call this the "Contract Year Revenue Reports". For the contract years 2010-2013 will be sufficient.

A)See Attachment No. 2

Q24) Copy of the current months of 2014 for revenue reports summarized by month totals only. Detail not required.

A) See Attachment No. 2

Q25) If we prepay the Guarantee annually, will a LOC still be required? A security LOC is usually about 25 or 50% of the annual Guarantee. Why is this so high at \$10,000,000? This usually indicates a problem with the current contractor or discourages any bidder from participating except huge companies that also have competitive inventory in the same market like Billboards, radio or TV stations. The FTA and APTA have published opinions advising "not to award transit advertising contracts to contractors that have competing inventory in the same market". I can send you the TCRP. TCRP Project No. B-33

A) Yes, the LOC is still required. See answer to question #2.

Q26) Is Form A-1 located on page 66 of the RFP? It does not appear to be labeled.

A) The Solicitation Submittal Form is the A-1 form.

Q27) Would MDT consider alternative advertising products/devices than listed in the solicitation?

A) The County will, subject to its sole discretion, consider alternative advertising products/devices on transit vehicles, Metrorail stations, and the South Miami-Dade Busway.

Q28) Would MDT consider "mutual agreement" with the contractor regarding the two five-year option terms vs. those terms being granted at MDT's sole discretion?

A) No change.

Q29) Additionally, please provide a fleet roster listing the make, size and age for each vehicle in each bus and rail yard

A)

i) Current Bus Fleet (See Attachment No. 3, Bus Facts at a Glance listing)

ii) Current Rail fleet:

- Size of each vehicle - 75ft L 12.3ft H
- Age - 30 years
- Make - Budd Co
- Fleet – 136 vehicles

Q30) Please provide the past three years of sales revenue by the current contractor. Please note if the revenues are net or gross of agency commission.

A) See answer to question #4. Revenues are net of agency commission.

Q31) Under Section 2.4 of the RFP (Advertising Content), will the County and MDT agree to indemnify contractor for any first amendment claims arising out of the County's rejection of advertising copy?

A)Yes.

Q32) With respect to the requirement under Section 2.4 of the RFP that MDT approve all ads for alcoholic beverages, will the MDT agree that if such approval or disapproval is not tendered with the three (3) day period, such advertising copy shall be deemed automatically approved? Timely approval of advertising copy is of significant concern to advertising clients.

A)No. MDT will make every reasonable effort to approve in a timely manner.

Q33) Under Sections 2.6 and 2.9 of the RFP and Article 51 of the form agreement, in the event that Inventory is removed at the County's discretion and/or there is a 10% or more reduction in the Inventory, will the County agree to grant Contractor a corresponding reduction in the Minimum Annual Guaranteed Fee to reflect such reduction?

A)No. See Section 2.9, Increase/Decrease in Agreed-Upon Inventory, of the RFP which remains unchanged.

Q34) Under Section 2.7 of the RFP and Article 52.6, will the County give the Contractor the opportunity to conduct a "pilot program" to provide audio and text advertising and will the County provide a right of first refusal to implement such a program if the pilot is successful? We are concerned that if the right to provide audio and text advertising in the same or competing places and spaces that the Contractor displays advertisements... is awarded to someone other than the contractor, advertising sales will be undermined or cannibalized by competing advertisements.

A)The County will grant a "pilot program" for up to a six-month period. If the program is successful, the County will offer the Contractor the right to include audio and text advertising as part of the Agreed-Upon Inventory. If the Contractor does not wish for the audio and text advertising to be added to the Agreed-Upon Inventory, the County reserves the right to contract with a different entity for such a program.

Q35) Will the County revise the indemnification in Article 12 of the Form Contract to except any and all liability, losses or damages resulting of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from any acts by the County, the MDT, their employees, agents, servants, partners principals and subcontractors? Would the County agree to further limit the Contractor's indemnification obligations to damage to property and injuries to persons (including death) caused by the negligent or willful misconduct of the Contractor in the performance (or non-performance) of its obligations under the Contract? It would seem unfair that the Contractor be required to indemnify the County for liabilities that are clearly outside of its reasonable control?

A)No, other than the answer provided to question #31.

Q36) Will the County agree to clarify Article 19 of the Form Agreement to provide that the County will conduct all audits at the Contractor's local office and shall not remove any books or records? We are concerned that the removal of confidential and proprietary information by the County could result in disclosure to our competitors under Florida's Open Government and Public Records laws. We suggest using the following language: During the Term and for a period of up to three (3) years thereafter, Contractor shall make all records, invoices, and other documents relating solely to its display of advertising on MDT Inventory under the Contract (collectively, the "Records")

available to the County for review and audit not more than once per Contract Year upon not less than ten (10) business days prior written notice. Such review and audit must be conducted by the County (or by an independent, certified accountant at the County's sole cost and expense) at Contractor's offices located in the County of Miami-Dade during the Contractor's regular working hours. The County (and any certified public accountant hired by the County to review Contractor's Records) shall not remove Contractor's Records from Contractor's office and shall keep all terms of the Contractor's Records confidential. This confidentiality obligation shall survive the expiration or termination of the contract.

A) No change.

Q37) Will the County agree to clarify Article 21 of the Form Agreement to provide that "The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the County's prior written consent, except to an entity controlling, controlled by or under common control with the Contractor?"

A) No change.

Q38) Under Article 26 of the Form Agreement, will the County agree to require the County to deliver written notice of any default to the Contractor and to provide for a cure period of at least 10 business days after said notice from the County? Will the County further agree to require a grant of additional time to cure a default, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during the initial 10-business day period?

A) No change.

Q39) Will the County agree to revise Article 28 (d) to provide that the remedy shall be at the Contractor's option (not the County's)? If, for instance, a Deliverable is deemed to be infringing, the Contractor may not be able to obtain the right for the County to use it.

A) Yes

Q40) Will the County agree to revise Article 31 to make it mutual? The Contractor is not agreeing to give away its (or its customers') intellectual property rights under the Contract.

A) Yes, subject to Florida Public Records law.

Q41) Will the County agree to remove the word "solely" from Article 43 of the Form Agreement?

A) No change.

Q42) In Section 4.2 Evaluation Criteria in the RFP, a total of 30 points, (15% of the possible total score of 200 points), is allocated to a Pro-Forma. Would the County please clarify how it intends to evaluate Proposers' Pro-Formas given the fact that by their very nature, pro-formas are subjective? We understand that the County will "consider the feasibility of the proposed revenue projections" but would like to understand what criteria the County intends to apply to making such a determination. For example: What weight will the County place on a proposer's Pro-Forma that assumes a higher annual rate increase beyond the expected rate of inflation? Does the County

weigh a proposer's national sales presence in major media markets (e.g. New York, Los Angeles, Chicago, Atlanta) in its ability to achieve Pro-Forma numbers?

A) See answer to question #9.

Q43) Will the County weigh the financial controls in place (e.g. controls required of publicly traded companies by the Sarbanes-Oxley Act of 2002) as part of the proposer's compliance with the reporting requirements of 2.3 and evaluation criteria of 4.2 (2-4) to ensure that all postings are supported by written and executed contract (s) and all revenue generation is accurate?

A) Question is unclear and thus not responded to.

Q44) If it is MDTs intent to allow "great flexibility to propose creative and innovative programs" from this solicitation, would MDT anticipate awarding one contract to a proposer for the outlined Agreed Upon Inventory (pages 44-49), and another award to a different provider who submits a proposal containing only "new advertising devices"/solutions that aren't currently contained within the Agreed Upon Inventory? If yes, can the MAG and LOC be adjusted to reflect a true representation of the new devices/solutions proposed? If no, does MDT intend to request future proposals for new advertising devices/solutions and/or modified Agreed Upon Inventory, allowing the most qualified bidders an opportunity to participate, and eliminating infringement on the proposed devices/solutions that may contain proprietary rights as outlined in Article 28 Patent and Copyright Indemnification?

A) The County anticipates awarding a non-exclusive contract to a single proposer.

Q45) Is MDT aware there's evidence that audio and text advertising does not undermine or cannibalize sales on other advertising devices in the same place? Would MDT like to see references and data from other markets that verify there is no dilution effect?

A) Proposer may include such information in its proposal.

Q46) Please provide the historical Net Revenue from the past five (5) years. Please provide the revenue broken down as follows:

- Revenue generated from Metrobus
- Revenue generated from Metrorail
- Revenue generated from Metromover
- Revenue generated from South Miami-Dade Busway
- Revenue generated from Station Dominations

A) Net Revenue sales:

a. Metrobus

Contract Year

(Sept-Aug)	Amount
2013-2014	\$1,346,542
2012-2013	\$5,395,945
2011-2012	\$4,948,539
2010-2011	\$4,886,756
2009-2010	\$3,581,980

b. Metrorail

Contract Year (Sept-Aug)	Amount
2013-2014	\$56,610
2012-2013	\$117,329
2011-2012	\$327,304
2010-2011	\$730,609
2009-2010	\$149,535

c. Metromover

Contract Year (Sept-Aug)	Amount
2013-2014	\$370,162
2012-2013	\$478,010
2011-2012	\$327,304
2010-2011 (Metromover not in Agreed-Upon Inventory)	
2009-2010 (Metromover not in Agreed-Upon Inventory)	

d. South Miami-Dade Busway

Contract Year (Sept-Aug)	Amount
2013-2014	\$20,562
2012-2013	\$97,196
2011-2012	\$84,083
2010-2011	\$62,045
2009-2010	\$55,026

e. Station Dominations

Contract Year (Sept-Aug)	Amount
2013-2014	\$27,018
2012-2013	\$70,357
2011-2012	\$55,351
2010-2011	\$24,500
2009-2010	\$13,000

Q47) We note that Section 2.9 of the RFP and Article 10 of the Draft Contract provides for a monthly reconciliation of the Minimum Annual Guarantee or the Revenue Share, whichever is greater. This payment structure results in a situation where the contractor is paying a Minimum Monthly Guarantee? rather than a Minimum Annual Guarantee. It does not take into account the seasonality of the Transit Advertising business and will likely result in the contractor paying the County significantly more than the greater of the MAG or the Revenue Share over the course of a contract year. Other Transit Authorities have provided protection for their contractor to ensure that the seasonality is addressed. Would the County consider changing the payment terms to provide for one of the following alternatives?

1. A monthly payment equal to 1/12th of the MAG, and an annual calculation of Minimum Annual Guarantee vs. Revenue Share; or
2. A quarterly or bi-annual reconciliation of the Minimum Annual Guarantee vs. Revenue Share; or
3. A monthly payment of Minimum Annual Guarantee or the Revenue Share, whichever is greater with an annual reconciliation that would ensure that the contractor not be subject to payment of an amount in excess of the Minimum Annual Guarantee vs. the Revenue Share.

A) No change.

Q48) We note that Section 2.9 of the RFP provides for a reduction of the Minimum Annual Guarantee in the event of a 20% reduction in fleet. Industry standard is to adjust the Minimum Annual Guarantee in the event of a 10% or 5% reduction in available advertising inventory. Would the County modify this provision to at least 10%?

A) No change.

Q49) What is the amount of the Letter of Credit for the current contract?

A) Under the current contract, the LOC is in the amount of 100% of the Minimum Annual Guarantee payments for the life of the contract.

Q50) We note that Article 41 of the Draft Contract requires a Letter of Credit equal to \$10M ? which can be reduced on an annual basis ? but always must be equal to 100% of the outstanding contract requirement. The current market for security in United States Transit Authorities is 25% to 33% of the Minimum Annual Guarantee. This provides ample security for the County as evidenced by the fact that most major market transit authorities similar in size to the County require a Letter of Credit in the amount of 25-33% of the yearly MAG. The following details the Letter of Credit requirement for other similar Transit Authorities in the United States:

CTA = 33% of Minimum Annual Guarantee
MBTA = 40% of Minimum Annual Guarantee
SEPTA = 25% of Minimum Annual Guarantee
NY MTA = 25% of Minimum Annual Guarantee
KCM (Seattle) = 25% of Minimum Annual Guarantee
CATS (Charlotte) = 13% of Minimum Annual Guarantee
New Jersey Transit = 33% of Minimum Annual Guarantee
Dallas Area Rapid Transit = 25% of Minimum Annual Guarantee
Met Transit (Minneapolis) = 25% of Minimum Annual Guarantee

Requiring a Letter of Credit of \$10,000,000 is an inefficient use of capital availability. It is very expensive to maintain and reduces the amount of overall financial consideration that respondents can propose for revenue generating portions of the RFP. While we understand the County's desire for security, it could quite possibly result in a situation where the best overall proposal will be deemed non-compliant because of the Letter of Credit requirement. A \$10,000,000 letter of credit reduces competition in your RFP process by limiting the number of companies that have the ability

Advertising Services for Transit Vehicles, Metrorail Stations and the South Miami-Dade Busway
RFP No. 00039
Addendum No. 3
April 16, 2014

to submit a compliant proposal. Will the County reduce the Letter of Credit requirement to 25%-33% of the Minimum Annual Guarantee?

A)No. See answer to question #2.

All other information remains the same.

Miami-Dade County

Allan M Garcia

Procurement Contract Associate

cc: Clerk of the Board

Bruce Libhaber, Assistant County Attorney



3401 Northwest 31 Street, Miami, Florida 33142

We'll Take You There!

August 6, 2004

Larry Levine
Viacom Outdoor Group, Inc.
405 Lexington Avenue, 17 Floor
New York, New York 10174

RE: Notice of Award - Contract TR03-ADV – Advertising Services for Transit Vehicles, Metrorail Stations, and the South Miami-Dade Busway Advertising Kiosks

Dear Mr. Levine:

Enclosed you will find an executed original Contract TR03-ADV for the provision of advertising services for Miami-Dade Transit. The effective date of the Contract is July 28, 2004.

You must submit to this office certificate(s) of insurance that meets the requirements outlined in Article 16 of the Contract. In addition, you must also submit a Letter of Credit, in accordance with Article 12 of the Contract, no later than 15 days from receipt of this Notice of Award.

Should you have any questions, please feel free to contact me at (305) 637-3830.

Sincerely,



Diana J. Gonzalez, Manager
MDT Materials Management
Contracts & Procurement

c: Mayra Bustamante
Michael De Cossio
Karen MacNeill

Enclosures



7JIG
7-13-04
R-862-04

MIAMI-DADE TRANSIT ADVERTISING PROGRAM

CONTRACT TR03-ADV

FOR

ADVERTISING SERVICES FOR TRANSIT VEHICLES, METRORAIL STATIONS, AND THE SOUTH MIAMI-DADE BUSWAY ADVERTISING KIOSKS

BETWEEN

MIAMI-DADE COUNTY, FLORIDA

AND

VIACOM OUTDOOR GROUP, INC.

THIS CONTRACT, made and entered into as of this 28 day of July, 2004, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, having its principal offices at 111 NW 1st Street, Miami, FL 33128-1989 (hereinafter referred to as the "County", and Viacom Outdoor Group, Inc., a corporation organized and existing under the laws of Delaware, and having its principal offices at 405 Lexington Avenue, 17th Floor, New York, New York 10174 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the County is seeking the services of an experienced and qualified organization to provide advertising services for transit vehicles, Metrorail stations, and the South Miami-Dade Busway advertising kiosks.

WHEREAS, the Contractor has submitted a written proposal dated June 20, 2003 which is incorporated by reference herein; and,

WHEREAS, the Contractor has offered to provide the required services; and

WHEREAS, the parties desire to enter into a Contract whereby the Contractor is to provide such services that shall conform to the requirements of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1

Premises and Terms

1.01 Upon issuance by the County of the Notice to Proceed, defined herein as written notice from the County to the Contractor specifying the date on which the Contractor is to proceed with the service and on which the contract period commences to run, the County grants the Contractor the right to sell, install, display, maintain, change, and remove advertising, including posters and other forms of advertising devices, at locations approved by the Director of Miami-Dade Transit or his designees (hereinafter referred to as the "Director") for transit vehicles, Metrorail stations, and the South Miami-Dade Busway. The Notice to Proceed will be issued not earlier than thirty (30) days after contract award. These locations are initially designated to include the inventoried devices as designated in Exhibit 1, Agreed Upon Inventory, attached hereto and made a part hereof. The advertising display device inventory shall be subject to change. The contract anniversary date shall be one year from the date specified in the Notice to Proceed. The Annual Minimum Guarantee shall be applicable upon Notice to Proceed.

The Contractor is granted exclusivity as to the specific advertising devices included in this Contract. The Contractor is responsible for the replacement of the devices. Additional inventory is subject to negotiation of minimum requirement guarantee. New devices are not included in the exclusivity.

- 1.02 The Director reserves the right without limitation at all times during the term of this Contract, and any extensions thereof, to require the addition, removal, change of location, modification or refurbishment of any or all advertising devices covered under this Contract. The Director has the right, without limitation, to add or delete advertising devices at any time during the term of this Contract, and any extensions thereof.
- 1.03 The rights granted herein to the Contractor are not in derogation of the rights of the County to grant to licensees, concessionaires, and lessees the right to advertise in the premises or space used by them for their own business. Should the Contractor supply such advertising for monetary consideration the County shall share in such consideration as provided herein. The Contractor shall have no claim against the County for any lost revenues that may be attributable to the exercising of these rights by the County. The County reserves the right to place self-promotional material and devices in or on any County owned facility or property. The Director, at its sole discretion, further reserves the right to allow vendors or advertisers the use of County owned facilities including Metrorail stations and the South Miami-Dade Busway for special short-term joint promotions which encourage the use of public transportation.

The County will not place County's co-sponsored commercial promotional advertisements in Contractor's unsold advertising spaces if the co-sponsor has paid the Contractor to advertise on county property or on any of the Contractor's media forms in Miami-Dade, Broward or Palm Beach Counties within the previous twelve (12) month period.

- 1.04 Assignment of buses to routes and/or transit facilities: It is hereby expressly understood and agreed that the sale of advertising privileges is only incidental to the business of the County. Contractor shall not have the right to request/include as part of any agreement the assignment of buses to routes and/or transit facilities, and transferring/reassignment of buses between routes and/or transit facilities.
- 1.05 The Contractor shall have no claim against the County, including, but not limited to, adjustments to the Annual Minimum Guarantee and/or the Agreed-Upon Inventory caused by changes to bus routes, assignment of buses to different routes and/or Metrobus garages/facilities, transit vehicles temporarily removed from service due to mechanical failure or damage caused by accidents, or similar changes resulting from the operation of the transit system.
- 1.06 New Advertising Opportunities and Nonexclusivity: This Contract is nonexclusive in character and shall in no way prevent the County from offering or authorizing the sale of competitive services, products or items by other concessionaires or others in other locations or facilities not specifically listed in Exhibit 1 attached hereto. The Contractor shall have no rights to any new display device that may be made available by the County. The County retains the right to enter into contractual arrangements with parties other than the Contractor for the use and installation of new advertising opportunities which are not included in this Contract. The Contractor does not have the right of first refusal for new advertising opportunities. All recommendations regarding new installation opportunities are subject to review and approval by the Director whose decision in such matters shall be final. The Contractor may, however, at the County's, sole discretion, be given the opportunity to adopt and implement such opportunities, provided the following are met:
- (a) The Director and the Contractor are able to mutually agree to monthly sales rates, which will be charged for each unit of each type of new advertising device.
 - (b) The Director and the Contractor agree to the allocation of expenses involved in the installation, maintenance, and removal of new advertising devices including all

necessary repairs, if any, to transit vehicles and transit properties damaged by the installation and/or removal of new advertising devices.

1.07 New Advertising Device -- Adjustments to the Annual Minimum Guarantee: In the event that a new advertising device is added to the Agreed-Upon Inventory under this Contract, a six (6) months trial period will commence. Once the trial period is over, the Annual Minimum Guarantee shall be adjusted as follows:

(a) The Annual Minimum Guarantee payments will be increased by forty percent (40%) of the potential revenue that would be generated by 100% occupancy of such new devices regardless of whether or not such additional space is actually sold.

(b) All provisions of this Contract shall apply to any new advertising device.

1.08 The Contractor, under this Contract, does not lease or occupy any portion of MDT premises or facilities.

1.09 Definitions

The following words and expressions used in this Contract shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) Contractor - The Proposer that receives the award of this Contract from the County, which is also to be known as "the prime contractor".
- b) County - Miami-Dade County (MDC), a political subdivision of the State of Florida.
- c) Department - Miami-Dade Transit (MDT).
- d) Director - The Director of MDT.
- e) Subcontractor - Any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, materials, or both.
- f) "Work", "Services", "Program", "Project" or "Engagement" - All matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Contract.

ARTICLE 2 Operations

2.01 Scope of Services: The Contractor shall furnish necessary sales, installation, maintenance, and advertising removal personnel, and a Miami-based full time account representative, authorized to act hereunder on behalf of the Contractor. The responsibilities of the Contractor shall include, but not be limited to, the following:

- (a) Aggressive sales of advertising display devices in/on MDT vehicles, Metrorail stations, and the South Miami-Dade Busway Advertising Kiosks.
- (b) Billing services.
- (c) Preparation of related financial and operating reports as further described in Section 5.05.
- (d) Placement of advertising materials and all related operations including preparation of advertising materials for installation, scheduling of work, and removal of expired materials.

- (e) Maintenance of all advertising devices shall include maintaining all display devices listed in Exhibit 1 in clean, graffiti-free and good condition and maintaining accurate time on all advertising clocks at all times.
 - (f) Restore transit vehicles to their original condition if any damage occurs due to installation and/or removal of any advertising device.
- 2.02 All installation, maintenance, and removal of advertising material personnel shall be properly uniformed and shall present a neat and clean appearance at all times. The Contractor shall control the actions of its employees and remove from employment any employee whose conduct the Director determines is detrimental to the best interests of the general public or the County.
- 2.03 The installation and removal of advertising devices and the materials to be contained therein or thereon shall take place during hours of minimum passenger and visitor activity, at such hours as approved by the Director. The installation and removal of bus advertising devices shall take place when such vehicles are not in service.

**ARTICLE 3
Unsold Advertising Space**

- 3.01 The Contractor shall keep all advertising devices occupied with advertising materials at all times. Devices not used by paid advertising shall be filled in the following order of priority:
- (a) Transit information or Miami-Dade Transit self-promotional materials
 - (b) County services information or self-promotional materials
 - (c) Public service announcements – as approved by the Director

Any use of unsold advertising space may be pre-empted by cash sales. The Contractor shall maintain a complete inventory of all unsold devices occupied by County advertising materials posted by the Contractor. Posting rates for combined installation and removal of County materials shall be as follows:

- (a) Inside rail or bus vehicle cards \$1.50 per item.
- (b) All other materials \$5.00 per item.

The moneys received pursuant thereto shall be excluded from net revenues, as defined in Article 5, so long as, the only fees charged are for installation, maintenance and removal.

Should the County itself post, install, or remove any material, the above posting rates will not be applicable.

**ARTICLE 4
Advertising Content**

- 4.01 All advertising materials, advertisement content and manner of presentation shall be subject to approval by the Director prior to installation, which may disapprove any such items at its sole discretion. The Director is authorized to deny the placement of any advertisement, which in his opinion, is detrimental to the aims, purposes, goals, or reputation of Miami-Dade County and/or Miami-Dade Transit. Alcohol and/or tobacco advertising is not permitted. The Contractor shall remove from the vehicles, Metrorail stations, and the South Miami-Dade Busway Advertising Kiosks, at its sole cost and expense, within three (3) days upon receipt of written demand, any advertising material that is disapproved. Any advertising material previously approved, which may subsequently be considered objectionable by the Director shall likewise be removed. If Director requires the removal of previously approved advertisements, Contractor shall be entitled to reasonable production costs incurred. Contractor shall provide written documentation verifying

production costs and production expenditures. In the event that such disapproved material is not removed within three (3) days upon receipt of written notice, the Director may cause said material to be removed, and the Contractor shall pay all related costs and expenses. The County shall not be liable for any damages in connection therewith. Refusal by the Contractor to remove said material shall be considered a default of this Contract, which shall be considered as waived by the corrective action on the part of the County and reimbursement of all costs and expenses by the Contractor.

- 4.02 The Contractor shall adhere to generally accepted principles of advertising in relation to good taste and truth in advertising. No advertising material which is irritating in its content or method of presentation shall be displayed. Whenever a question arises as to the propriety of an advertisement, in that it may be considered to be objectionable or controversial, the Contractor is required to submit the advertisement to the Director for review and approval prior to installation.
- 4.03 The Contractor shall be permitted to sell advertising space for the display of advertising related to political issues and candidates, provided that all such advertisers are charged consistently with applicable rate card. All copy for political advertisements shall contain a statement that reflects that it is a paid political advertisement and that such advertisements are fully paid in advance to posting.

ARTICLE 5 Payments and Reports

5.01 Definitions:

- (a) "Net Revenues" – The term "Net Revenues" as used herein shall be construed to include all moneys paid or payable to the Contractor for sales made, and for services rendered and/or from advertising devices covered under this Contract, regardless of when or where, on a cash or credit basis. The term "Net Revenues" shall not include commissions paid to recognized advertising agencies (excluding Contractor and its agents), not to exceed 15% of the customer's billing; any taxes imposed by law which are separately stated to and paid by the customer and directly payable by County to a taxing authority; any artwork production charges; and moneys received pursuant to Article 3. Payments received by the Contractor in advance shall be reported, as Net Revenues in the month moneys are earned, calculated on a straight-line basis.
- (b) "Initial Agreed-Upon Inventory" – The term "Initial Agreed-Upon Inventory" as used herein shall include all advertising devices listed under this Contract whether utilized or not utilized, whether sold or not sold, which have been approved as to type and location by the Director. The devices listed in Exhibit 1, attached hereto and made a part hereof, shall be considered the Initial Agreed-Upon Inventory for the commencement of this Contract.
- (c) "Adjusted Agreed-Upon Inventory" – The term "Adjusted Agreed-Upon Inventory" as used herein is defined as the device inventory resulting from adding or deleting devices included in the Initial Agreed-Upon Inventory under this Contract. The Contractor, without the advance written approval of the Director, may not add or delete existing and/or new advertising devices. An Adjusted Agreed-Upon Inventory Inspection List shall be prepared for each contract year by the Contractor and approved by the Director prior to the anniversary date of this Contract, and shall become a part of this Contract. Failure by the Contractor to request to the County in writing, within ninety (90) days of the actual inventory adjustment by the County, any adjustments to the Adjusted Agreed-Upon Inventory in effect at that time and/or Minimum Guarantee, shall result in a waiver of claims of rights of such adjustments during the term of this Contract and any extensions thereof. The Contractor must continue to make all Minimum Guarantee payments as specified in Section 5.02 while claims and/or adjustments are being reviewed by the Director.
- (d) "Annual Minimum Guarantee" – The term "Annual Minimum Guarantee" shall be defined as the minimum payment amount guaranteed by the Contractor to the County as proposed under RFP 278A for each contract year as listed under Section 5.02 under this Contract. With the commencement of each new contract year, the corresponding proposed Annual Minimum Guarantee will become effective.

- (e) "Adjusted Annual Minimum Guarantee" -- The term "Adjusted Annual Minimum Guarantee" shall be defined as the new minimum guarantee obtained by adding or subtracting the total value of the inventory adjustment(s), if any, approved by the County throughout the preceding contract year(s) under this Contract up to the time of the adjustment calculations. The Adjusted Minimum Guarantee will be effective only during the current contract year and will expire at the end of each contract year under this Contract and any extensions thereof.
- (f) "Average Monthly Sales Figure" -- The term "Average Monthly Sales Figure" shall be defined as the value calculated by averaging the sales figures for a single type of advertising device sold in the preceding quarter of the current contract year excluding devices not paid for installed in Miami or in any other state, including overposting or any other non-revenue agreement/method used to enhance sales as part of an agreement between an advertiser and Contractor. As such, the first adjustment shall not occur prior to the first 90 days of any given contract year.
- (g) "Average Annual Sales Figure" -- The term "Average Annual Sales Figure" as used herein, shall be derived by multiplying the Average Monthly Sales Figure for a single type of advertising device for the current contract year times twelve (12).

5.02 Annual Minimum Guarantee

The Contractor shall pay to the County during each contract year under this Contract the Annual Minimum Guarantee proposed by the Contractor for that specific contract year as listed below. The Annual Minimum Guarantee for each contract year and any extension thereon, was proposed under RFP 278A based on the Initial Agreed Upon Inventory.

The Annual Minimum Guarantee is to be equally prorated and shall be paid monthly to the County in advance without billing on the first day of each calendar month. The Contractor must make all Annual Minimum Guarantee monthly payments to the County as described above notwithstanding any claims including but not limited to, device inventory or payment adjustment claims.

- (a) For the first year of this Contract, the Contractor shall guarantee to the County a minimum payment in the amount of \$1,000,000.00.
- (b) For the second year of this Contract, the Contractor shall guarantee to the County a minimum payment in the amount of \$1,000,000.00.
- (c) For the third year of this Contract, the Contractor shall guarantee to the County a minimum payment in the amount of \$1,000,000.00.
- (d) For the fourth year of this Contract, the Contractor shall guarantee to the County a minimum payment in the amount of \$1,000,000.00.
- (e) For the fifth year of this Contract, the Contractor shall guarantee to the County a minimum payment in the amount of \$1,000,000.00.
- (f) For the first optional year renewal of this Contract, if exercised by the County Manager, the Contractor shall guarantee to the County a minimum payment in the amount of \$1,100,000.00.
- (g) For the second optional year renewal of this Contract, if exercised by the County Manager, the Contractor shall guarantee to the County a minimum payment in the amount of \$1,100,000.00.
- (h) For the third optional year renewal of this Contract, if exercised by the County Manager, the Contractor shall guarantee to the County a minimum payment in the amount of \$1,100,000.00.
- (i) For the fourth optional year renewal of this Contract, if exercised by the County Manager, the Contractor shall guarantee to the County a minimum payment in the amount of \$1,100,000.00.
- (j) For the fifth optional year renewal of this Contract, if exercised by the County Manager, the Contractor shall guarantee to the County a minimum payment in the amount of \$1,100,000.00.

5.03 Agreed-Upon Inventory Changes:

Increase/Decrease in Agreed-Upon Inventory: In the event the Director decreases or causes to have decreased by 10% or more, at any time during a contract year, the number of units of a single type of advertising device, as included in the Initial and/or the Adjusted Agreed-Upon Inventory, or in the event that the Director increases or causes to have increased by 10% or more the number of units of a single type of advertising device included in the Initial and/or Adjusted Agreed Upon Inventory, the Annual Minimum Guarantee shall be recalculated. The Annual Minimum Guarantee shall be adjusted to be effective with the first day of the calendar month following such recalculation. Such adjustment shall be prorated for purposes of adjusting the Annual Minimum Guarantee for the contract year. Failure by the Contractor to request in writing to the County, any adjustments to the Initial and/or the Adjusted Agreed-Upon Inventory and/or Annual Minimum Guarantee within ninety (90) days of the actual inventory adjustment by the County, and/or failure by the Contractor to submit on time all monthly reports and payments due to the County, as described in Sections 5.04 and 5.05 of this Contract respectively, shall result in a waiver by the Contractor of claims and/or rights to any adjustments during the term of this Contract and any extensions thereof.

All recalculations of the Annual Minimum Guarantee shall be accomplished as follows:

- (1) The Annual Minimum Guarantee for each contract year under this Contract -- At the commencement of each new contract year, the corresponding Annual Minimum Guarantee proposed by the Contractor for that specific contract year under Section 5.02 above will become effective.
- (2) Adjusting the Annual Minimum Guarantee for each contract year under this Contract -- Beginning the second contract year and every contract year thereon until the end of this Contract and any extensions thereof, the Proposed Annual Minimum Guarantee in effect at the commencement of each new contract year will be adjusted within 30 days of commencement by adding or subtracting the total value of the inventory adjustment(s), if any, approved by the County throughout the preceding contract year(s) up to the time of the adjustment calculations. Adjustments will not be considered for projected inventory loss/gain.
- (3) Determining the value of the additional or deleted units for a single type of device -- The value of the inventory adjustment(s) for a single type of device included in the Initial and/or Adjusted Agreed-Upon Inventory will be calculated by multiplying the number of units added or deleted times the Average Annual Sales Figure for that specific device under the current contract year.
- (4) The value derived in subparagraph (3) above shall be multiplied by forty percent (40%).
- (5) The Adjusted Annual Minimum Guarantee shall be calculated by adding or subtracting the value derived in subparagraph (4) above to or from the Annual Minimum Guarantee in effect at time of calculations as described in subparagraph (1). The new Adjusted Minimum Guarantee will be effective only during the current contract year and will expire at the end of each contract year under this Contract and any extensions thereof.

5.04 Payments:

- (a) The Contractor shall pay the County 60 percent of all earned monthly Net Revenue arising from the sales of transit advertising devices included under this Contract. Payments received by the Contractor in advance shall be reported as Net Revenues in the month moneys are earned, calculated on a straight-line basis. As a payment towards the 60 percent of all earned monthly Net Revenue, the Contractor shall pay the County a Monthly Minimum Guarantee due in advance the first day of each calendar month, as described in Section 5.02. In addition, if the percentage fees due to the County on the monthly revenue exceed the Monthly Minimum Guarantee payments, the Contractor shall pay the County the difference between the Monthly Minimum Guarantee and the 60 percent of all

Net Revenues by the 10th day of the calendar month following the month during which the Net Revenues were received or accrued.

- (b) The Contractor must make all monthly payments due to the County notwithstanding any claim including, but not limited to, device inventory and/or monthly payment adjustment claims. Failure by the Contractor to submit all monthly payments due to the County on time as described in Article 5 shall result in a waiver of claims and/or rights to any adjustments during the term of this Contract and any extensions thereof.
- (c) Within sixty (60) days from the last payment due date at the end of each contract year, the County shall make a reconciliation of the total amount paid by the Contractor to the County during a contract year based on the Annual Minimum Guarantee and the 60 percent of Net Revenue calculations.
- (d) In the event that the total amount paid by the Contractor to the County at the end of a contract year was less than the Annual Minimum Guarantee or the 60 percent of the Annual Net Revenues required under this Contract, whichever is greater, a payment for the difference owed to the County shall be made by the Contractor within thirty (30) days from written notification from the County to the Contractor on the reconciliation outcome.
- (e) In the event that the total amount paid by the Contractor to the County at the end of a contract year was in excess of the Annual Minimum Guarantee or the 60 percent of the Annual Net Revenues, whichever is greater, a credit will be given to the Contractor against the next ensuing payment.
- (f) In the event the Contractor fails to pay the monthly Annual Minimum Guarantee and/or the 60 percent of Net Revenues to be paid under the provisions of this Contract within thirty (30) days after the same shall become due, interest at the rate of 1.5% per month, or eighteen percent (18%) per annum, shall accrue against the delinquent payment(s) from due date until same are paid. Failure by the Contractor to submit on time all payments due to the County as described in Article 5, shall result in a waiver of any claim and/or rights to any adjustments during the term of this Contract. Implementation of this provision shall not preclude the County Manager from terminating this Contract for default in the payment of the monthly Annual Minimum Guarantee and/or the 60 percent of Net Revenues or from enforcing any other provisions contained herein.

5.05 Reports:

- (a) All correspondence and reports regarding this Contract and other such reports and information as the Director may reasonably require regarding the administration of this Contract by the Contractor should be addressed to the following, or to any other location as may be designated by the Director:

Director
Miami-Dade Transit
111 First Street, Suite 910
Miami, Florida 33128

Contract Administrator
Miami Dade Transit
Marketing & Communications Division
Lehman Center, 2nd Floor
6601 NW 72 Avenue
Miami, FL 33166

- (b) The Contractor shall maintain and make available to the County during the term of this Contract books of account, hard copy files, all account electronic files including disks and/or any other backup media hereinafter referred to as "Records," customarily used in this type of advertising program, including, but not limited to, balance sheets, and profit and loss statements. These documents shall be in conformity with generally accepted accounting principles, and retained for such period of time thereafter as provided herein unless otherwise approved by the Director. All

such records shall be kept at all times within Miami-Dade County or shall be made available in Miami-Dade County, within ten business days of written notice. The Miami-Dade County Department of Audit and Management Services or its successor, the external auditing firm of the County, and all appropriate State and Federal auditing personnel shall be permitted to audit and examine all such records relating to this Contract, without limitations to time or frequency, during the term of this Contract, or any extension thereof, and at any time within three (3) years of the termination of this Contract.

(c) Monthly Report -- On or before the 10th day following the end of each calendar month throughout the term of this Contract or any extension thereof, or when requested by the Director, the Contractor shall furnish to the Director a calendar monthly report which will include:

- Gross billings and net billings – All Gross and Net Revenue billings for the preceding calendar month.
- Inventory occupancy by device – Includes the total sold/unsold space by device type; total advertising space traded or bartered by device type; and the total advertising space used for public service announcements by device type for the preceding calendar month.
- Installations and removals of advertisement devices -- Includes the name of the advertiser, advertising agency (if applicable), the type of advertising device, quantity per type of advertisement device installed and/or removed, date of installation and location per advertising device (i.e. bus number, bus exterior side, Metrorail station, Busway location, etc.)
- A copy of each and every contract or agreement by the Contractor -- including, but not limited to, local and national agreements, agency commissions paid or unpaid including trade, and bonus or free space traded during the preceding calendar month.

Prior to commencement of operations under this Contract, the Contractor is requested to secure, in writing, from the Miami-Dade County Department of Audit and Management Services, or its successor, approval of the type of records used for the purpose of temporarily or permanently recording the operations of the Contractor under this Contract. This report shall be in the form prescribed by the Director and signed by the Contractor certifying its accuracy. Failure by the Contractor to furnish the report to the County on the date indicated above, will cause the Contractor to forfeit any right to claim any adjustment(s) for the months not reported to the County.

(d) End of Contract Year Report -- The Contractor shall, within ninety (90) days following each anniversary date of this Contract, submit to the Director a report prepared and signed by an Independent Certified Public Accountant, as to the Contractor's operations under this Contract. Said report shall be prepared in conformance with the American Institute of Certified Public Accountants' requirements for special reports. Such reports shall contain twelve (12) full calendar months of operation. The last such report shall include the last day of operation.

5.06 Trade or Barter: During the term of this Contract, the County will allow the Contractor to enter into trade agreements up to ten percent (10%) of the Revised Agreed-Upon Inventory subject to prior written approval, in each instance by the Director.

5.07 Over posting: The practice of over posting for the purpose of assuring sufficient advertising exposure to fulfill the terms of contracts with advertisers will be permitted provided, however, that any over posting above thirty-five percent (35%) of the contracted space sold for a single device under this contract, shall require prior written authorization by the Director. MDT guarantees over-posting for up to 35%. Approval not to be unreasonably withheld if over posting is above 35%.

- MDT shall receive guaranteed posting for promotional purchases in, at least, the following numbers:
 - January/February – 50 kings
 - July/August – 50 kings
 - December – 50 kings

- Contractor must allocate over posting proportionally among cities participating in advertising promotions.
- 5.08 **Payment for Unauthorized Postings:** In the event that the Director determines that the Contractor has over posted any advertisements in violation of Article 5.07 above, the Contractor shall be required to pay the County for all advertisements not in compliance with Article 5.07. The payment for unauthorized over posted advertisements will be calculated by multiplying the highest rate then applicable as published by the Contractor for the specific over posted advertisement device, times the number of unauthorized over posted advertisement devices, times the number of months for which the unauthorized over posted advertisement was shown. Payments made by the Contractor under this Article will be in addition to and shall not count as a credit toward the Minimum Guarantee and/or any adjustment thereof.

ARTICLE 6 Rates

- 6.01 The Contractor shall establish all rates for the sale of advertising devices included in the Agreed-Upon Inventory. All advertising sales rates and related charges shall be provided to the Director for information. Rates, including any long-term discount to be offered (e.g., three-month, six-month, twelve-month rate), that will be effective from the commencement of this Contract, shall be submitted to the Director within 10 days from award of the Contract. Subsequent sale rate adjustments shall be submitted to the Director in writing no later than 90 days prior to the requested effective date of the adjustment. Sale rate adjustments shall be effective on the first day of the calendar month for which the Contractor has proposed the adjustment. The County will not be responsible to the Contractor for any loss of anticipated profits or subsequent damages resulting from an inaccurate estimate of annual sales rates for advertising devices.

ARTICLE 7 Inventory

- 7.01 **Framing of Buses:** The Contractor shall provide, install, maintain and replace at its own cost, all necessary Metrobus interior and exterior advertising display hardware (frames, card springs, etc.). The Director must approve changes from current practices. All hardware, once installed on or in transit vehicles under this Contract shall become the property of the County. As vehicles are taken out of service for disposal, it shall be the Contractor's responsibility to remove all advertising hardware (if any) from such vehicles and store the hardware until it is required for use on other vehicles.
- 7.02 **Advertising Clock Mechanisms:** Within six months of issuance of a Notice to Proceed, the Contractor will be required to replace the existing clock mechanisms in all advertising clocks at all Metrorail stations with new battery operated mechanisms or new battery operated back-up systems, if necessary. The backlit-advertising portion of the units may be battery operated or use the electrical power available at the station. The Contractor, at its own cost, is responsible for purchasing, installing, and maintaining clock mechanisms, battery and lighting systems.
- 7.03 **Advertising Device Relocation:** The present locations of all advertising devices under the Agreed Upon Inventory are permanent. No advertising device may be removed or relocated by the Contractor without prior written approval of the Director. The Contractor shall remove, reinstall and/or relocate any advertising device at the Director's discretion and upon his directions, at no cost or expense to the County. The Contractor should consider all advertising hardware locations as permanent.
- 7.04 **Advertising Devices Reserved for MDT --** The following advertising devices shall be reserved for the exclusive use of MDT through the contract year:
- (a) Five interior devices in each Metrorail vehicle as designated in Exhibit 3.

- (b) The device directly behind the driver's seat (bulkhead) in the interior of each bus.
- (c) The two devices nearest the front door (one on each side) located over the windows in the interior of each bus.
- (d) All center bench windscreen advertising device in Metrorail stations.
- (e) South Miami-Dade Busway Advertising Kiosk panel numbers as listed in Exhibit 2.
- (f) Any advertising device not included in Exhibit 1.

ARTICLE 8

Installation, Maintenance and Removal by Contractor

- 3.01 **General Maintenance:** The Contractor agrees that its representatives and employees will not deface or damage any transit property or deposit or scatter any rubbish, waste, or litter in or about any transit facility or vehicle. The Contractor will, at its own expense, promptly remove any such rubbish, waste, and litter caused by any of its representatives or employees.

The Contractor will maintain, at its own expense, all advertising devices and the advertising materials clean and in good repair and free of graffiti at all times. The Contractor, at its sole cost and expense, will take remedial action on any advertisement device-related complaint including graffiti, cleanliness, safety-related condition, etc. within 24 hours of verbal notification by the Director. The Director reserves the right to immediately remove any device or advertising material which may be hazardous or offensive to the public.

The Contractor shall be responsible, at its own expense, for all maintenance of advertising devices as needed, or as requested by the Director. This maintenance shall include keeping in working condition all electrical components, repairing and/or repainting of frames, replacement of the acrylic covers, and the removal of any graffiti on them. The maintenance shall also include a thorough inspection of all hardware for loose electrical wires, frayed wires, loose poster frames, sharp edges, replacement of burnt-out lamps, etc. The Contractor is solely responsible for insuring that all electrical devices conform to standard safety measures and do not represent a hazard to any person. All parts and materials used in the maintenance of advertising devices shall become the property of the County.

- 8.02 **Maintenance of Accurate Time on Advertising Clocks:** The Contractor shall be responsible for assuring that the time reflected on Advertising Clocks is always accurate. The Contractor shall take remedial action within 72 hours from the notification by the Director or designee that a clock is not keeping accurate time. In the event that a clock unit requires repairs that cannot be readily accomplished on site, the Contractor shall remove, replace or cover the clock in an aesthetically pleasing manner while repairs are completed.

- 8.03 **Damages:** The Contractor shall reimburse the County for the cost of repairs for any damage caused by the Contractor, its employees, subcontractors, and agents to transit vehicles, Metrorail stations, South Miami-Dade Busway Advertising Kiosks, or any other MDT property including damages occurred due to the installation and/or removal of advertising devices. The cost of the repairs shall include all materials and labor necessary to return the device or structure to its original condition. Labor cost shall be at the current rate plus fringe benefits.

- 8.04 **Damage to transit property during Installation/Removal of Advertisement Materials:** The Contractor shall not damage transit vehicles, Metrorail stations, and the South Miami-Dade Busway Advertising Kiosks during the installation and/or removal of advertisement materials.

The Contractor shall restore transit vehicles to their original condition if any damage occurs while installing and/or removing advertisement materials. If the contractor fails to restore the transit vehicles to its original condition, the County shall have the right to seek reimbursement as stated in Section 8.03 above.

Transit vehicle numbers must be visible at all times regardless of the advertisement on the vehicles, unless the Director grants prior written approval.

At no time shall advertisement materials be installed on the front of transit vehicles. On Metromover, no advertisement device installation will be allowed on the front and the back of cars.

At no time shall any advertising device be installed partially or fully covering transit vehicles' windows. In the event that the Contractor fails to conform with this regulation, the County, at the sole discretion of the Director, will be able to remove all or the portion of the advertising device(s) covering any part or all window area. The County shall have the right to seek monetary reimbursement for all costs associated with the removal of such device(s) as stated in Section 8.03 above.

Should the need arise to cover or partially cover an MDT logo decal with an advertisement device, the Contractor must obtain prior written approval from the Director. In addition, the Contractor will be responsible for replacing each MDT logo decal damaged as a consequence of installation and/or device removal.

All advertising materials shall be removed within seven days of its contract expiration date. All dated advertising materials shall also be removed within seven days of the date shown on the advertisement. In the case that the Contractor fails to remove such materials, the County can remove such advertisement materials at the sole cost to the Contractor.

ARTICLE 9 Responsibilities of County

- 9.01 Maintenance: While the County continually makes a good faith effort to keep Metrorail stations, Metrorail vehicles and the interiors and exteriors of Metrobuses in a reasonably clean condition so that the ability of the Contractor to sell and renew advertising accounts will not be impaired, the County cannot guarantee the cleanliness of these vehicles and facilities or the Contractor's advertisements installed thereon.
- 9.02 Electric Power: The County shall provide the electricity used for the operations and lighting of advertising devices at the sole discretion of the Director.

ARTICLE 10 Laws, Regulations, and Permits

- 10.01 Compliance: The Contractor shall comply with all laws, ordinances, regulations, and rules of Miami-Dade Transit and the County, State, and Federal governments, which may be applicable to its operation under this Contract.
- 10.02 Payment of Obligations: The Contractor shall pay all costs and expenses in connection with its operations under this Contract and the rights and privileges herein granted, including without limitation, permit, excise and license fees. The Contractor shall assume and pay all personal property taxes levied or assessed against its property located in Metrorail stations, transit vehicles, and the South Miami-Dade Busway. The Contractor may be required to report, and display evidence that all permit, excise, and license fees and personal property taxes have been paid.

ARTICLE 11 Alterations to Metrorail Stations and South Miami-Dade Busway

The Contractor, in connection with the installation of any advertising device, shall not alter Metrorail stations, the South Miami-Dade Busway Advertising Kiosks, or any part thereof without prior written

approval by the Director. The Director reserves the right to make such improvements to Metrorail stations and South Miami-Dade Busway Advertising Kiosks, as it may deem desirable at any time.

ARTICLE 12
Performance Bond

The Contractor shall duly execute and deliver to the County within fifteen (15) calendar days after receipt of Notice of Award, a letter of credit in the amount of 100% of the Annual Minimum Guarantee Payments for the life of the Contract. The Contractor shall provide the County with an irrevocable letter of credit from a federally insured financial institution located in the United States backing all of the Contractor's payment and performance obligations hereunder (the LOC). The LOC shall be in the amount of \$5,000,000.00 and shall name the County as the sole beneficiary thereof. The LOC shall be effective commencing on the effective date contained in the Notice to Proceed and shall continue until either termination of Contract or Contractor's full satisfaction of all payments and performance obligations, whichever is the later. The County is authorized to make a demand on the LOC for any payment which is 20 calendar days overdue after receipt of notice, which may be by facsimile, from County of such failure to pay. It is expressly understood that the County shall be entitled to the full amount of the demand within two (2) business days of receipt by the federally insured financial institution. On the first anniversary of the effective date contained in the Notice to Proceed, the Contractor shall cause the amount of the LOC to decrease to reflect 100% of the outstanding contract requirements.

The Letter of Credit will be returned by the County once all financial obligations are satisfied by the Contractor.

If the Contractor fails to deliver the Performance Bond or Letter of Credit within the specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions and the Contractor shall surrender its Bid Bond, and the County shall not accept any proposal from the Contractor for a twelve (12) month period following such default.

The following specifications shall apply to the bond required above:

- a) All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

On bond amounts of \$500,000 or less, the provisions of Section 287.0935, Florida Statutes (1991) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify if:

1. The surety company is licensed to do business in the State of Florida;
2. The surety company holds a certificate of authority authorizing it to write surety bonds in this state;
3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
4. The surety company is otherwise in compliance with the provisions of the Florida Insurance code; and

5. The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

- a) Surety Bonds guaranteed through the U.S. Government Small Business Administration or Contractor's Training and Development Inc. will also be acceptable.
- b) The Attorney-in-Fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of their power of attorney authorizing him or her to do so. The contract bond must be countersigned by the surety's resident Florida Agency.
- c) In lieu of a Performance Bond, an Irrevocable Letter of Credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Miami-Dade County during the life of this Contract and as long as the funds are being held by Miami-Dade County.

In the case that a surety shall become insolvent, its license revoked or suspended, or in the case of a surety approved on the basis that it is listed as an approved Federal surety, and such Federal approval is revoked or suspended, the Contractor, within five (5) days after notification by the County, shall substitute other and sufficient surety(s). If the Contractor fails to do so, such failure shall be an event of default. In such event, as described above, the County may negotiate or deduct money for the risk of the purchase of a replacement bond.

If this Contract is terminated in accordance with Sections 19.01 or 19.02, this bond will be drawn upon to cover all losses, damages, including but not limited to, the following:

- a) Compensatory damages.
- b) Lost minimum guarantee and/or revenue payments.
- c) Interest on late payments.
- d) Expenses, costs, and attorney's fees, including costs and fees for appellate proceedings, that the County sustains because of a default by the Contractor under the Contract including, but not limited to re-procurement costs and all excess costs to acquire the services.

The bond or irrevocable letter of credit shall reference and incorporate therein all of the requirements of this Article. The Contractor shall remain liable for any costs, which exceed those offset by the Performance Bond or Letter of Credit in the event of Termination for default.

The Contractor shall be required to incorporate this Contract into the Performance Bond.

ARTICLE 13 Ingress and Egress

Subject to the Rules and Regulations of the Director, the Contractor, its employees and agents shall have the right to ingress and egress from vehicles, Metrorail stations, and the South Miami-Dade Busway with a valid identification card provided by Miami-Dade Transit. The Contractor must notify the Contract Administrator in order that proper identification authorizing admittance may be issued to Contractor, its employees or agents. All identification cards supplied by the County to the Contractor shall be returned to the County at the end of the contract year or any extension thereof or as requested by the Director at any time during the life of this Contract.

ARTICLE 14 Assignment

This Contract shall not be assigned, transferred, pledged or otherwise encumbered without prior written approval of the County Manager.

ARTICLE 15 Indemnification and Hold Harmless

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from, the performance of this contract by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

ARTICLE 16 Insurance

16.01 Prior to the commencement of this Contract, the Contractor shall furnish to Miami-Dade County, c/o Miami-Dade Transit, Materials Management, 3401 NW 31 St., Miami, Florida 33142, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- (a) Workers Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- (b) Public Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage must include advertising liability. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- (c) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

16.02 The insurance coverage required should include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor.

16.03 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

Or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates shall indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve the Contractor of his liability and obligation under this section or under any other section of this Contract.

Award is contingent upon receipt of the insurance documents within twenty-five (25) calendar days after the Board of County Commissioners approval. If the insurance certificate(s) is received within the specified period, but not in the manner prescribed in the Contract, the Contractor shall be verbally notified of the deficiency and shall have an additional five (5) calendar days to submit a corrected certificate(s) to the County.

If the Contractor fails to submit the required insurance documents in the manner prescribed in this Contract within thirty (30) calendar days after the Board of County Commissioners approval, the Contractor shall be in default of the contractual terms and conditions and award shall be rescinded, unless such time frame for submission has been extended by the County. Under such circumstances, the Contractor may be prohibited from submitting future proposals to the County for one (1) year.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the contract may be suspended until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County Manager may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Contractor.

ARTICLE 17 **Service Interruptions**

If the Contractor is unable to perform its work or services under this Contract because of any strike or other labor unrest, fire, natural disaster, acts of God, acts of Federal, State, or local government in their sovereign capacity, or other unforeseen causes beyond the control of the Contractor and without the Contractor's fault or neglect, or the County's Metrobus, Metrorail, and Metromover systems are not available for use by the public, and twenty percent (20%) or more of the advertising devices subject to this Contract is not available to the Contractor, for more than three (3) successive days, then the contract payment retained by or paid to MDT shall be reduced on a pro-rata basis for the period of time of such interruption.

ARTICLE 18 **Termination**

18.01 The Contractor, at the termination of this Contract shall remove all of its property forthwith. Advertising materials displayed will not be considered Contractor's property. Any property of the Contractor not removed in accordance with this Article will be removed by the County to County storage at the cost of the Contractor. Failure on the part of the Contractor to reclaim its property within thirty (30) days from the date of termination shall constitute a gratuitous transfer of title to the County for whatever disposition is deemed to be in the best interest of the County.

18.02 At termination of this Contract, for whatever reason, all Contractor-provided advertising devices installed under this Contract, shall be acquired by either the County or Contractor's successor at

their depreciated value. For this purpose, the Contractor shall depreciate advertising devices on a straight-line basis for five (5) years from their date of installation, unless otherwise mutually agreed to in writing by the Contractor and the Director at the time of installation. Contractor-provided advertising devices shall include any advertising display units installed by the Contractor and approved by the Director. Incidental materials used to prepare advertising copy, materials used to maintain advertising devices, will not be considered advertising devices. The Contractor shall notify the Director in writing prior to any installation of the value of the device, including such value and date of its acquisition and installation. At the termination of this Contract, for whatever reason, if such notifications have not been provided for the devices, such shall be considered to be fully amortized.

- 18.03 At termination of this Contract, for whatever reason, all advertising material under unexpired contracts shall remain in the display device in which it was installed at the time of termination. All materials to which advertising copy is bonded or attached or is required to maintain the advertising copy in the display device, shall become the property of the County.
- 18.04 The Contractor hereby grants the County or successor contractor the right to acquire at the termination of this Contract for whatever reason, all unexpired contracts for advertising for assignment to and continued servicing by the County or its successor Contractor. The Contractor shall incorporate this provision into all of its contracts for advertising under this Contract. The County, or its successor contractor, shall remit to the Contractor for the unexpired contract term or for six (6) months, whichever occurs first, a twenty percent (20%) commission on collected revenues.
- 18.05 The termination of this Contract, for any reason whatsoever, shall not relieve the Contractor of its obligation to make any payments which are due and unpaid at the time of such termination.

ARTICLE 19 Termination by County

- 19.01 The occurrence of any of the following shall cause this Contract to be automatically and immediately terminated:
- (a) Abandonment by Contractor and discontinuance of operations hereunder.
- 19.02 The County Manager shall have the right to terminate this Contract after thirty (30) days written notice sent by registered or certified mail to the Contractor, of the occurrence of any of the following, unless the same have been corrected within such period:
- (a) Non-performance of any covenant of this Contract and failure of the Contractor to remedy such breach.
 - (b) The conduct of any business or the performance of any act not specifically authorized herein.
 - (c) A final judicial determination that litigation instituted by the Contractor against the County was groundless and frivolous.
- 19.03 The County Manager shall have the right to terminate this Contract or any portion thereof, at its option, without cause after sixty (60) days written notification by registered or certified mail to the Contractor, if Miami-Dade County intends to perform transit sales operations in house or after one year written notification, otherwise. After receipt of Notice of Termination the Contractor shall stop work under the Contract on the date and to the extent specified in the Notice of Termination. All orders for advertising devices shall be terminated to the extent that they relate to the performance of work terminated by Notice of Termination. All Contractor-provided display advertising devices shall be acquired by the County as specified in Section 18.02 above.

ARTICLE 20
Termination by Contractor

- 20.01 The Contractor shall have the right to terminate this Contract, at its option, without cause, upon one year written notification by registered or certified mail to the Director.
- 20.02 The Contractor shall have the right to terminate this Contract, after thirty (30) days written notice sent by registered or certified mail to the Director, for the following events, in addition to all other rights and remedies, at law, in equity, or otherwise to which the Contractor may be entitled:
- (a) The permanent abandonment of the County's bus or rail rapid transit system; the County shall not be entitled to notice of this event of default.
 - (b) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control, or use of bus or rail system, or any substantial part of parts thereof, in such a manner as substantially to restrict Contractor from operating therefrom for a period in excess of ninety (90) days.
 - (c) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the rail or bus system, and the remaining in force of such injunction for a period in excess of ninety (90) days.

ARTICLE 21
Disadvantaged Business Enterprises (DBE)

Refer to Exhibit 4 for details and requirements.

ARTICLE 22
Intentionally Omitted

ARTICLE 23
Waiver of Performance

The failure of either party or its employees to insist in any one or more instances upon strict performance by the Contractor of any of the provisions, terms, covenants, reservations, conditions or stipulations contained in the Contract shall not constitute nor be construed as a waiver or relinquishment thereof for the future, but shall continue and remain in full force and effect, and no waiver by the County or its employees of any provisions, terms, covenants, reservations, conditions or stipulations hereof shall be deemed to have been made in any instance unless specifically expressed in writing by the Director as an amendment to the Contract.

ARTICLE 24
Notices

All notices permitted or required by this Contract shall be addressed to the following or to any other location as may be designated from time to time by the parties hereto:

To the County: Director
Miami-Dade Transit
111 N.W. First Street,
Suite 910
Miami, Florida 33128-1999

To the Contractor: Viacom Outdoor Group, Inc.
Attn: Larry Levine
405 Lexington Avenue
New York, New York 10174

ARTICLE 25
Length of Contract

The Contract shall be for an initial term of five (5) years from the date of issuance of the Notice to Proceed with two options to renew, the first option to renew for three (3) years and the second option to renew for two (2) years, said renewal shall be mutually agreed upon in writing. Contractor shall provide Miami-Dade County one (1) year prior, and not earlier than eighteen (18) months prior, to the contract expiration date written notice of its desire to exercise the option to renew. Miami-Dade County shall within ninety (90) days of receipt of Contractor's intentions respond in writing.

ARTICLE 26
Order of Precedence

If there is a conflict between or among the provisions of this Contract, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services, 3) the Miami-Dade County's RFP Number 278A, and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 27
Litigation

This Contract shall be construed in accordance with the laws of the State of Florida. Any litigation between the parties arising out of, or in connection with this Contract shall be initiated either in the court system of the State of Florida or in the United States District Court for the Southern District of Florida.

ARTICLE 28
Inspector General Reviews

A. Independent Private Sector Inspector General Review

Pursuant to Miami-Dade County Administrative Order 3-20 and in connection with any Work Orders issued as a result of this Contract, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to the Contract or any subsequent award, for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's cost/price for this Contract be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct audits or investigate the operations, activities and performance of the Contractor in connection with this Contract, or any Work Orders issued as a result of this Contract. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the Contractor or third party.

B. Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts.

ARTICLE 29
Federal Provisions

This Procurement is subject to a financial assistance contract between Miami-Dade County (MDC) and the U.S. Department of Transportation (DOT). By reason of such participation, the Contractor is required to agree to the following provisions:

No Government Obligation to Third Parties

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Incorporation of Federal Transit Administration (FTA) Terms

The general contract provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MDC requests which would cause MDC to be in violation of the FTA terms and conditions.

Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract (Form FTA MA (10) dated October, 2003) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Interest of Members of, or Delegates to, Congress:

No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising there from (41 U.S.C. 22).

Conflict of Interest:

No employee, officer, or agent of MDC shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer or agent;
- b. Any member of his immediate family. In compliance with the Federal Transit Administration (FTA) Circular 4220.1E, immediate family is defined as parents, wife, husband, children, and brothers and sisters.
- c. His or her partner; or
- d. An organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

MDC's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contracts, potential contractors, or parties of subcontracts.

Program Fraud and False or Fraudulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim,

statement, submission, the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Energy Conservation:

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.).

Recycled Products/Recovered Materials

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Clean Water

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

Privacy Act

The Contractor agrees to comply with, and assures the compliance of its employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Clean Air

The Contractor agrees to comply with all applicable standards, orders or requirements issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000.00 financed in whole or in part with Federal assistance provided by FTA.

Cargo Preference

The Contractor agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
2. To furnish within twenty (20) days following the date of loading for shipments originating within the United States, or within thirty (30) days following the date of loading for shipment originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of Cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street S.W., Washington, D.C. 20590, marked with appropriate identification of the Project, and to MDC (through the prime Contractor in the case of sub-contracts bill-of-lading).

Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provides the recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Debarred Contractors

The CONTRACTOR, including any of its officers or holders of a controlling interest, is obligated to inform the COUNTY whether or not it is or has been on any debarred 's list maintained by the United States Government. Should the CONTRACTOR be included on such a list during the performance of this Contract, it shall so inform the COUNTY.

Under Section 287.133 (3) (a), Florida Statutes on Public Entity Crimes, the CONTRACTOR shall promptly notify the COUNTY upon receipt of any communication from the Florida Department of General Services, indicating that it is under consideration for placement on the Department's list of vendors convicted of a public entity crime. The CONTRACTOR shall promptly notify the COUNTY after conviction of a public entity crime applicable to the CONTRACTOR or to an affiliate of the CONTRACTOR. The CONTRACTOR shall include the requirements of this paragraph in every COUNTY approved subcontract, the value of which is \$3,500.00 or more and shall take such action as the COUNTY may direct as a means of enforcing those regulations.

Lobbying Certification and Disclosure Statements:

In accordance with 31 U.S.C. 1352, and U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, the Contractor must have provided a certification to the Procuring Agency that the Contractor has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ARTICLE 30

Individually Identifiable Health Information and/or Protected Health Information

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of

1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IHL/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their appropriate officials, as of the date first above written.

Viacom Outdoor Group, Inc.

ATTEST:

By: [Signature]

Name: Amy Berk

Title: Secretary

By: [Signature]

Name: LARRY LEVINE
S.V.

Title: President

(SEAL)



HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

By Its Board of County Commissioners

[Signature]
Deputy Clerk

By: [Signature] 7/30/04
for County Manager
(SEAL)

Approved by County Attorney as to form and legal sufficiency [Signature]

ACKNOWLEDGMENT:

STATE OF NY
COUNTY OF NY)
SS:

Before me personally appeared Lacey Levine and Amy Beclim
---, to me well known and known to me to be the individuals described in and two executed the foregoing
instrument, as ----- President and ----- Secretary of the
above named ----- Corporation, and severally acknowledged that they executed
such instrument as such ----- President and -----
Secretary of the above named ----- Corporation, and severally
acknowledged that they executed such instrument as such ----- President and -----
Secretary, instrument as such ----- Secretary, respectively, of said
corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation
and that it was affixed to said instrument by due and regular corporate authority, and said instrument is the
free act and deed of said corporation.

WITNESS my hand and official seal, this 29th day of April, A.D. 2004

Pennie Vakkas
Notary Public

State of NY at large
My Commission expires 3/8/07

PENNIE VAKKAS
Notary Public, State of New York
No. 5009208
Qualified in Nassau County
Commission Expires March 8, 2007

ADDENDUM

Notwithstanding any provision to the contrary, any increase or decrease in advertising devices exceeding 10% of the number of advertising devices in existence at the effective date of this contract and/or any adjustments in minimum guarantee payments in revenue resulting from said increase or decrease of advertising devices shall only be effective if approved by the Miami-Dade Board of County Commissioners.


Viacom Outdoor Group Inc.

 7/30/04
Miami-Dade County


Approved as to form and legal
sufficiency

**REVISED EXHIBIT 1
REVISED METROBUS INITIAL AGREED-UPON INVENTORY**

METROBUS FULL-SIZE FLEET (As of December 2002): 587

Articulated Buses.....	66	
NABI Regular Buses.....	50	
NABI Low-Floor Buses	303	
NABI Low-Floor VIP Buses.....	15	(NOT AVAILABLE FOR ADVERTISING)
Fixible Buses	153	(NOT AVAILABLE FOR ADVERTISING)

TOTAL NUMBER OF FULL-SIZE BUSES AVAILABLE FOR ADVERTISING: 419 Buses

Inside Bus Advertising Device -- 11" high x 28" wide
Total: Approx. 8,380 advertising display devices (APPROX. 20 per bus)

King Size Advertising Device -- 30" high x 144" wide

- NABI regular buses (two devices per vehicle) 100
- NABI Low-Floor & Articulated buses (one device per vehicle on the street side)...369

Total King Size Advertising Devices 469

Queen Size Advertising Device -- 30" high x 108" wide, or 30" high x 88" wide

- NABI Low-Floor & Articulated buses (one device per vehicle on curb side) 369

Total Queen Size Advertising Devices 369

Tailgate Advertising Device -- 21" high x 72" wide -- (one device per vehicle)

- NABI Regular Buses..... 50

Total Tailgate Advertising Devices 50

Mini Tailgate Advertising Device -- 21" high x 38" wide -- (one device per vehicle on rear)

- Articulated Buses (Direct application only) 66

Total Mini Tailgate Advertising Devices 66

**REVISED EXHIBIT 1
METROBUS INITIAL AGREED-UPON INVENTORY (Con't)**

King Kong Advertising Display Device – Applied covering the exterior body of bus between wheel wells, excluding all window areas. No decal material will be installed covering a portion or all window areas.

- King Kong advertising devices are available for sale as an option (and not in addition to) the advertising devices included in this Initial Agreed-Upon Inventory.
- Payment adjustment claims caused as the result of loss of advertising spaces due to the Contractor exercising its option to sell King Kong advertising devices will not be allowed under the terms of this Agreement and any extension thereof.

Maximum King Kong Advertising Devices* 150

Full Bus Wrap Advertising Device – Applied advertising device covering the exterior body of vehicles. No decal material will be installed covering the front of vehicles. No decal material will be installed covering any portion or all window areas.

- Full bus wrap advertising devices are available for sale as an option (and not in addition to) the advertising devices included in this Agreed-Upon Inventory.
- Payment adjustment claims caused as the result of loss of advertising spaces due to the Contractor exercising its option to sell Full Bus Wrap advertising devices will not be allowed under the terms of this Agreement and any extension thereof.

Maximum Full Bus Wrap Advertising Devices* 30

***Note: In the event that the need arises to sell more than the maximum quantities allowed for King Kong and Full Bus Wrap advertising devices, additional sales will only be allowed following the Director’s approval on a case-by-case basis.**

**REVISED EXHIBIT 1
METROBUS INITIAL AGREED-UPON INVENTORY (Con't)**

MINIBUS FLEET (As of May 2003): 128

Blue Bird Buses.....	108	
Blue Bird Buses (Trolley).....	6	(NOT AVAILABLE FOR ADVERTISING)
Blue Bird VIP Buses.....	4	(NOT AVAILABLE FOR ADVERTISING)
NABI Optare VIP Buses.....	10	(NOT AVAILABLE FOR ADVERTISING)

TOTAL NUMBER OF MINIBUSES AVAILABLE FOR ADVERTISING: 108 Buses

Minibus Side Advertising Device – 21" high x 72" wide

- Blue Bird Buses (one device on each side of vehicle).....216

Total Minibus Side Advertising Devices..... 216



**REVISED EXHIBIT 1
METRORAIL VEHICLES AND STATIONS
INITIAL AGREED-UPON INVENTORY**

METRORAIL STATION DEVICES

Diorama Advertising Device – 43" high x 62" wide
Back-lighted (transparency) self-standing poster display device available in
concourse area of stations except Government Center Metrorail Station.
Total advertising devices 156

Bench Windscreen Advertising Device – 46" high x 60" wide, non-illuminated
poster display device. Each bench structure contains six devices, four available for
advertising. Located at platform level on each of the 22 Metrorail stations.
Total of advertising devices 332

Wall-mounted Advertising Device – 46" high x 60" wide
Non-illuminated poster display attached to the walls on platform level on several
Metrorail stations.
Total of advertising devices 46

Clock Advertising Device – 21" high x 62" wide
Back-lighted clock with advertising space suspended from the station roof. Four
clocks at each Metrorail station, except Government Center station with six clock
units. One display device per clock unit.
Total of advertising devices 86

METRORAIL VEHICLES: 136 CARS

Interior Metrorail Car Advertising Device – 22" high x 21" wide
Each Metrorail car is equipped with twelve display devices. Only seven devices
available for advertising per car.
Total of advertising devices 952

METROMOVER VEHICLES

Full-wrap Metromover Advertising Device –
Applied advertising device covering all exterior body except window areas and the
front and rear of Metromover cars.
Total of advertising devices 5 Note: In the event that the need
arises to sell more than the maximum quantity allowed for the Full-wrap
Metromover advertising device, additional sales will only be allowed following
the Director's approval on a case-by-case basis.

**REVISED EXHIBIT 1
METRORAIL STATIONS INITIAL AGREED-UPON INVENTORY
BY LOCATION AND QUANTITIES**

STATION	DIORAMAS	WINDSCREENS & WALL MOUNTED	CLOCKS
Dadeland South	8	16	4
Dadeland North	8	16	4
South Miami	8	20	4
University	8	20	4
Douglas Road	8	24	4
Coconut Grove	8	20	4
Vizcaya	8	20	4
Brickell	4	16	4
Government Center	0	36	6
Overtown	8	20	4
Culmer	8	20	4
Civic Center	12	8	4
Santa Clara	8	8	4
Allapattah	8	24	4
Earlington Heights	8	20	4
Brownsville	8	8	4
Dr. Martin Luther King Jr.	8	8	4
Northside	8	8	4
Tri-Rail	8	6	4
Hialeah	8	20	4
Okeechobee	4	24	4
Palmetto	0	16	0
TOTALS	156	378	86

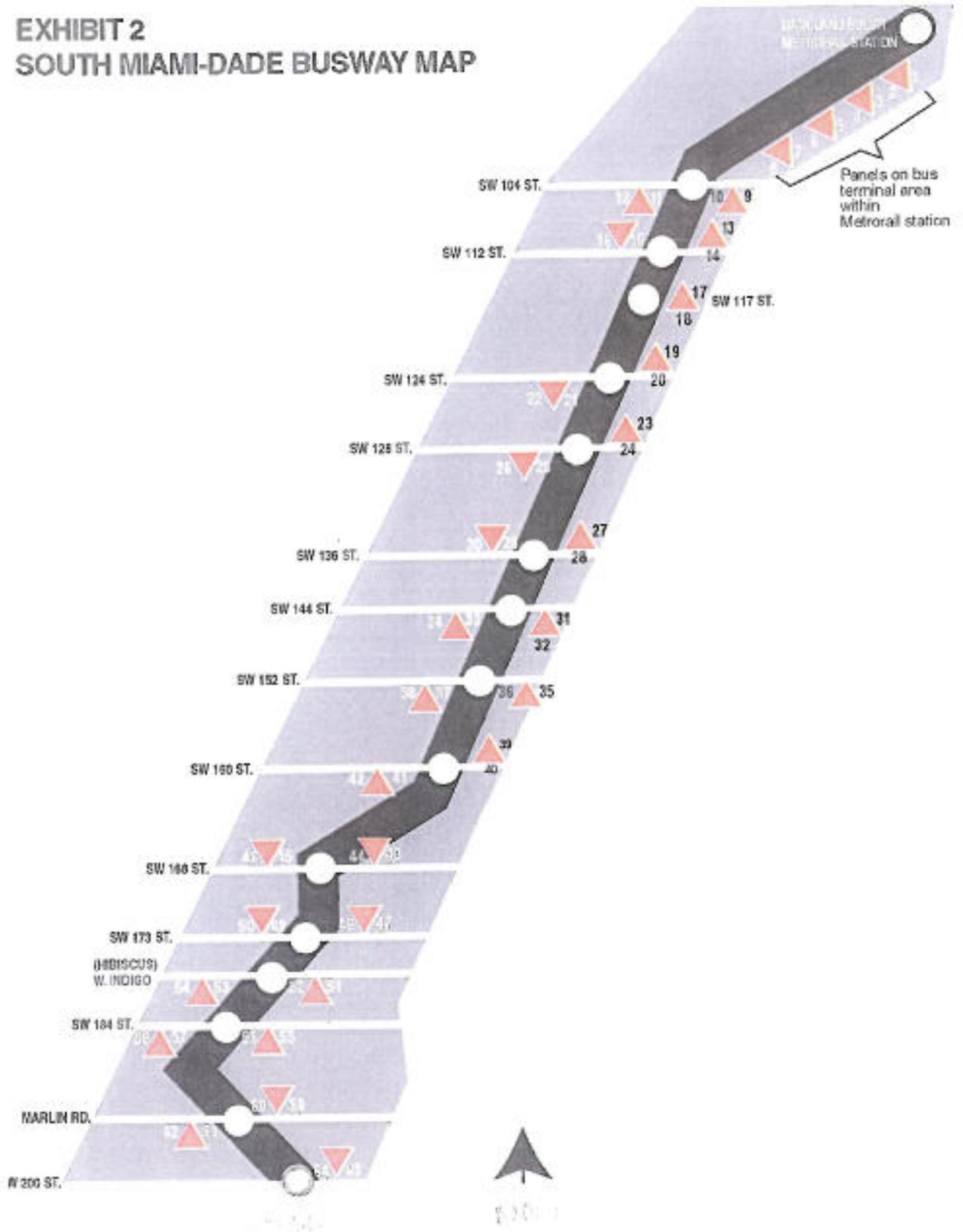
**REVISED EXHIBIT 2
SOUTH MIAMI-DADE BUSWAY
ADVERTISING KIOSK PANELS
INITIAL AGREED-UPON INVENTORY**

BUSWAY ADVERTISING KIOSKS	PANEL NUMBERS (SEE MAP)
Dadeland South Metrorail Station (Bus Terminal) Passenger Exposure	3, 4, 6, & 8
Premium Exposure Advertising Kiosk Panels	9, 10, 13, 14, 17, 18, 19, 20, 23, 24, 27, 28, 31, 32, 35, 36, 39, & 40
Standard Exposure Advertising Kiosk Panels	11, 15, 16, 21, 25, 26, 29, 30, 33, 34, & 37
Limited Exposure Advertising Kiosk Panels	41, 42, 43, 44, 45, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, & 66

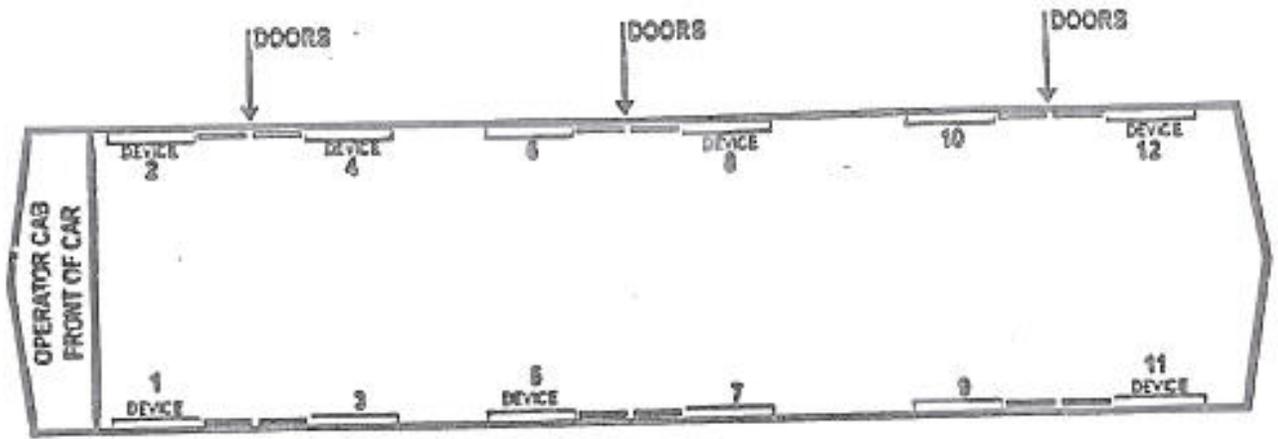
Advertising Kiosk Panel numbers 5, 7, 12, 22, 38, and 46 are reserved for Miami-Dade Transit use and are not part of the Initial Agreed Upon Inventory.

Advertising Kiosk Panel numbers 1, 2, 47, and 48 are not available for advertising.

REVISED EXHIBIT 2 SOUTH MIAMI-DADE BUSWAY MAP



**EXHIBIT 3
METRORAIL VEHICLES DEVICE LOCATION**



**TOP VIEW OF INSIDE METRORAIL CAR
NOT TO SCALE**

**DEVICE: DISPLAY LOCATION AVAILABLE FOR ADVERTISING
DEVICES 3, 6, 7, 8, and 10 reserved for MDT exclusive use.**

Miami-Dade County, Florida

RFP No. 278A

EXHIBIT 4

AFFIRMATIVE ACTION REQUIREMENTS

MIAMI-DADE TRANSIT
REQUEST FOR PROPOSALS
PROFESSIONAL SERVICES
for
Advertising Services for Transit Vehicles, Metrorail Stations
And South Miami-Dade Busway Kiosk Advertising
RFP 278A

AFFIRMATIVE ACTION REQUIREMENTS

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APPENDIX OF FORMS:

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- Certification of Assurance (Alternate)**
- Bidders List Form**
- Schedule for Participation by DBE Contractors**
- DBE Contractor Participation Letter of Intent**
- DBE Contractor Identification Statement**
- DBE Contractor Unavailability Certification**
- Notice of Opportunity to Meet with the Contracting Officer**
- Monthly Progress Report on DBE Activities**
- Disclosure Affidavit ("Certification Application")**
(May be bound or made available separately)
- DBE Directory, Department of Business Development**
(May be bound or made available separately)

SECTION I. DEPARTMENT OF LABOR - AFFIRMATIVE ACTION REQUIREMENTS**A. Overtime Requirements.**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess forty hours in such work week.

B. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

C. Withholding for Unpaid Wages and Liquidated Damages.

DOT or the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

D. Non-construction Grants.

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this

paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of DOT and the Department of Labor, and the representatives of DOT and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

E. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph A. through E. of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs A. through E. of this section.

SECTION II: EQUAL OPPORTUNITY/NONDISCRIMINATION

A. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by MDC setting forth the provisions of this Equal Opportunity clause.

B. DISCRIMINATION PROHIBITED

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or any other remedy as MDT deems appropriate. (49 CFR Part 26.13(b))

C. NONDISCRIMINATION

The proposer/bidder will comply with all regulations of the U. S. Department of Transportation, all applicable provisions of the Civil Rights act of 1964, Executive Order 11246 of September 24, 1964 as amended by Executive Order 11375 Executive Order 11625 of October 13, 1971, the Age Discrimination in Employment Act effective June 12, 1968, the rules regulations and relevant orders of the Secretary of Labor;

Chapter 760 (Florida Civil Rights Act of 1992, as amended); Dade County Ordinance 75-46 and Articles 3 and 4 of Chapter 11a of the Code of Miami-Dade County which prohibit discrimination because of race, sex, color, national origin, religion, age, disability, ancestry, marital status, pregnancy, sexual orientation, or veteran's status of any individual.

D. DISABILITY NONDISCRIMINATION.

It is hereby declared to be the national policy that elderly persons and persons with disabilities have the same right as other persons to utilize mass transportation and services; that special efforts shall be made in the planning and design of mass transportation facilities and services so that the availability to elderly persons and persons with disabilities of mass transportation which they can effectively utilize will be assured; and that all Federal programs offering assistance in the field of mass transportation (including the programs under this chapter) should contain provisions implementing this policy. (49 U.S.C. Part 5301. (d).) Further, each contractor agrees to insert a similar provision and requirement in each subcontract it awards in the conduct of this project or contract.

SECTION III: DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION REQUIREMENTS

A. DEFINITIONS: As used in this Disadvantaged Business Enterprise (DBE) Contractor Participation Provision ("Provision"), the following terms shall have the following meanings (the definitions shall not apply outside of this Provision where inconsistent with those contained elsewhere in the bid documents):

1. **Affirmative Action** - Positive activities undertaken to eliminate discrimination and effects of past discrimination and to ensure nondiscriminatory practices in the future.
2. **Bidder** - An individual, firm, partnership, corporation, joint venture, or combination thereof submitting a bid for construction work.
3. **Board** - Board of County Commissioners, Miami-Dade County, Florida.
4. **Challenge** - A formal filing by a third party to rebut the presumption that a particular individual is socially and economically disadvantaged.
5. **Commercially Useful Function** - Work performed by a DBE firm in a particular transaction that, in light of industry practices and other relevant considerations, has a necessary and useful role in the transaction, i.e., the firm's role is not a superfluous step added in an attempt to obtain credit toward goals. If, in the Miami-Dade Transit's judgment, the firm (even though an eligible DBE) does not perform a commercially useful function in the transaction, no credit toward the goal may be awarded.
6. **Compliance Monitor** - A person designated by the Director of MDT to assist and to make recommendations to MDT with respect to compliance with this Provision.

7. **Contract** - A legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them; the Contract, executed by MDC and the successful bidder, of which this Provision is a part. For the purposes of this program, a lease is considered to be a contract.
8. **Contract Goal** - DBE contractor participation goal established by the Board of County Commissioners for this Contract solicitation.
9. **Contract Price** - the total bid price of the successful bidder as awarded by the Board of County Commissioners.
10. **Contracting Officer** - The Director of the Miami-Dade Transit Agency or his/her designee.
11. **Contracting Opportunity** - Any decision by the Miami-Dade Transit or contractor to institute a procurement action to obtain a product or service commercially (as opposed to Intergovernmental actions).
12. **Disadvantaged Business Enterprise or DBE** - A "for-profit" small business concern--
- a. That is at least 51 percent owned by one or more Individuals who are both socially and economically disadvantaged as defined in 49 CFR Part 26.5, or in the case of a corporation, in which at least 51 percent of the stock of which is owned by one or more such Individuals; and
 - b. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged Individuals who own it.
13. **DBE Certification Letter** - A letter evidencing that DBE firm(s) have been certified in accordance with 49 CFR Part 26 by the Department of Business Development, 175 N. W. 1st Avenue, 28th Floor, Miami, Florida, 33128, phone 305/349-5960.
14. **DBE Contractor Identification Statement** - a statement, in the form annexed to this Provision, to be signed by a DBE Contractor and containing certain information with respect to the DBE Contractor.
15. **DBE Directory** - a list of certified DBE Contractors, which is available from the Department of Business Development, 175 N. W. 1st Avenue, 28th Floor, Miami, FL 33128, 305/349-5960, to aid bidders, but which is not necessarily a representation by MDC that any such listed DBE Contractor is Qualified to do any particular work.
16. **DBE Contractor Unavailability Certification** - a written certification, in the form annexed to this Provision, by a DBE Contractor as to its unavailability for certain work.

17. **Goal** - The numerically expressed objective for this Contract solicitation which bidders are required to make good faith efforts to achieve; a numerical percentage that is not rigid and inflexible and which can be reasonably attained by means of applying every reasonable and sufficient effort to utilize DBE Contractors in the performance of work under this project and in accordance with the terms and requirements of this provision.

18. **Letter of Intent** - a letter, in the form annexed to this Provision, to be signed by a DBE Contractor with respect to certain work under the Contract.

19. **Manufacturer** - An individual (or individuals) who owns, operates, or maintains a factory or establishment that produces on the premises the components, materials, or supplies obtained by the Miami-Dade Transit, Contractor, or Transit Vehicle Manufacturer.

20. **MDC** - Miami-Dade County, Dade County or the County as referred to in the Contract Documents.

21. **Notice of Opportunity to Meet with the Contracting Officer** - a notice, in the form annexed to this Provision, to be given to a bidder as to its opportunity to request a meeting with the Contracting Officer with respect to MDC's determination of the bidder's compliance with this Provision.

22. **Primary Recipient** - A grantee who receives DOT financial assistance and passes all or some of the assistance on to a subrecipient.

23. **Qualified** - a Contractor is qualified to do specific work if it meets all of the following criteria:

- a. It has or is able to obtain any and all licenses required to do such work;
- b. It has the necessary experience, organization, technical qualifications, skills and facilities to do such work;
- c. It is able to comply with the performance schedule reasonably needed for such work;
- d. It does not have an unsatisfactory record of integrity, judgment and performance;
- e. It is able to meet the applicable equal employment opportunities requirements; and
- f. It is not otherwise ineligible to perform such work under applicable laws and regulations.

24. **Recipient** - means any entity, public or private, to which financial assistance from the U. S. Department of Transportation (DOT) is extended whether directly or through another recipient, through the programs of the

Federal Transit Administration (FTA), the Federal Highway Administration (FHWA), or the Federal Aviation Administration (FAA), or who has applied for such assistance.

25. **Regular Dealer** means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this definition.

26. **A Small Business Concern**, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, is defined in section 3 of the Small Business Act and in Small Business Administration regulations implementing the Act (13 CFR Part 121). Additionally, a small business concern cannot exceed the cap on average annual gross receipts specified in 49 CFR 26.65(b).

27. **Socially and Economically Disadvantaged Individual** – means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

a. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.

b. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(1) "Black Americans," which includes persons having origins in any of the black racial groups of Africa;

(2) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

(3) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(4) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U. S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(5) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(6) Women;

(7) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

28. Schedule of Participation by DBE Contractors – a schedule, in the form annexed to this Provision, containing certain information with respect to work to be performed by DBE Contractors.

29. Subrecipient – Any entity that receives Federal financial assistance from FTA through a primary recipient.

30. Successful bidder – the bidder to which the Contract is awarded.

31. Transit Vehicle is a vehicle used by the Miami-Dade Transit, e.g., bus, railcar, or van, for the primary program purpose of public mass transportation; this definition does not include locomotives or ferry boats.

32. Transit Vehicle Manufacturer (TVM) is a manufacturer of vehicles used by FTA recipients for the primary program purpose of public mass transportation (e.g., buses, railcars, vans). The term does not apply to firms which rehabilitate old vehicles or to manufacturers of locomotives or ferry boats. The term also refers to distributors of or dealers in transit vehicles with respect to requirements of Section 26.49 of the regulations.

33. Transportation Improvement Program (TIP) means an annual or biennial listing of capital and operating assistance projects proposed for funding by FTA.

34. Unavailable – a Contractor is unavailable to do specific work if:

a. It has that knowledge of the terms and specifications of the Contract needed to formulate intelligently a bid or proposal to do such work or to decline intelligently an opportunity to formulate such a bid or proposal; and

b. It does not intend, or is unable, to make a bid or proposal because of lack of interest, inability to meet the reasonable and ordinary demands connected with doing such work, unwillingness to meet the specifications for such work, unwillingness to work on this project or in this geographic area, or such other reason as is determined by MDC to be sufficient.

35. Unified Planning Work Program (UPWP) – A listing of planning projects proposed for funding by FTA.

36. U.S. Department of Transportation Regulations – the final rules and regulations published in the Federal Register (Vol. 64, No. 21, P. 5126 et seq.) dated Tuesday, February 2, 1999, entitled PART 26--PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS.

B. UTILIZATION OF DBE CONTRACTORS:

1. Affirmative Action Obligation

All projects, with and without Federal Funding.

a. Policy. MDC is committed to carry out the DBE Program and of meeting the objectives stated in the program, including nondiscrimination in the award and administration of DOT assisted contracts in MDT's transit programs; creating a level playing field on which DBEs can compete fairly; and ensuring that MDT's DBE program is narrowly tailored in accordance with applicable law. Consequently, the DBE requirements of 49 CFR Part 26 apply to this project.

b. DBE Obligation. Each bidder agrees to ensure that DBE Contractors as defined in 49 CFR Part 26 and this Provision are given the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this project. In this regard all bidders shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and this Provision to ensure that DBE Contractors have the opportunity to compete for and perform contracts. Bidders shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

All determinations of compliance or non-compliance of the bidders with the requirements of this Provision, and of the appropriate consequences of non-compliance, shall be final and binding, except for administrative reconsideration from an adverse decision by MDC as provided in Section 26.53. All determinations shall be final and the result is not administratively appealable to the U.S. Department of Transportation. Nothing in this Provision shall be construed to diminish the legal responsibility or authority of MDC.

2. Stated Goal

A "Stated Goal" is to have portions of the work under the contract performed by qualified DBE firms owned and controlled by individuals who are socially or economically disadvantaged for prices totaling not less than the percentage of the contract price set out in the Bid Form. For the purposes of this contract, the Stated Goal is ten percent of the minimum guaranteed payment made to MDT (10%) for DBE firms. Where no DBE goal is provided, the bidder/proposer shall use its best efforts during the performance of the contract to encourage the participation of these persons. DBE Goal requirements for transit vehicles are covered under FTA's Transit Vehicle Manufacturer provisions.

3. DBE Contractor/Bidder/Proposer

A Bidder or Proposer which is itself a DBE Contractor may, subject to compliance with the applicable requirements of Section III.B.(1) and (2) of this Provision, achieve the stated goal by performing work with its own forces a value at least equal to the percentage goal.

4. Title VI Compliance (Civil Rights Act of 1964)

During the performance of this contract, the contractor itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- a. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
- d. **Information and Reports:** The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Miami-Dade County or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required from a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Miami-Dade County, or to the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract,

Miami-Dade County shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the contractor under the contract until the contractor complies, and/or
- (2) Cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions:** The contractor shall include the provisions of paragraph III.B.4.a. through III.B.4.f. of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurements as Miami-Dade County or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Miami-Dade County to enter into such litigation to protect the interests of Miami-Dade County, and, in addition, the contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

C. PROPOSAL REQUIREMENTS AND PROCEDURES PRIOR TO CONTRACT AWARD

1. Proposal Submittal

- a. Each proposer, as part of its proposal, shall submit a completed and signed Certification of Assurance failure to submit the Certificate of Assurance will deem you non-responsive.
- b. The selected proposer(s) as a condition of responsiveness, shall submit to MDT two days prior to negotiation for each proposed DBE, the following documents:
 - (1) A Letter of Certification or other document from the Miami-Dade County Department of Business Development for each proposed DBE firm showing that the firm possesses a currently valid certification as a Disadvantaged Business Enterprise at the time the bids or proposals are submitted.
 - (2) A completed Schedule For Participation signed by the bidder listing those subcontracts which will be awarded to DBE contractors. This schedule shall list those Certified DBE Contractors with which the bidder intends to contract for the performance of portions of the work under the Contract, specifying the price to be paid to each such DBE Contractor, including a proposed timetable for the performance of each such contract item and providing other information as may be required

by the Schedule (the Schedule may include only work the DBE will perform itself or subcontract to other certified DBE firms); and

(3) A completed and signed Letter of Intent by each DBE Contractor listed in the Schedule for Participation indicating readiness to perform the work described for the amounts stated in the Schedule for Participation.

(4) A completed and signed DBE Contractor Identification Statement for each proposed DBE Contractor and for the bidder if it is a DBE Contractor.

(5) As required by 49 CFR 26.11, each proposer, as a part of its proposal, shall submit a completed Bidders List Form for itself and for each subcontractor or vendor it solicited as part of this proposal.

A proposer which does not submit the five forms listed above may be found to be non-responsive.

2. Submittals during Contract Negotiations

The selected proposer(s), as a condition of responsiveness, shall submit to MDT prior to contract award the documents and information set out in subparagraphs III.C.2.a. and III.C.2.b. herein.

a. Evidence of Insurability of all listed DBE Contractors as required by the contract documents and by law and regulations, if applicable.

b. Good Faith Effort.

(1) When MDT establishes a DBE goal on a DOT-assisted contract, it requires a bidder, as a condition of responsiveness, to make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways.

(a) The bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. The SCHEDULES FOR PARTICIPATION and the LETTERS OF INTENT can be used for this purpose.

(b) If the bidder does not meet the DBE goal, it can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. The SCHEDULES FOR PARTICIPATION, the LETTERS OF INTENT, and the CONTRACTOR UNAVAILABILITY forms may be used as part of this documentation. Information sufficient to satisfy

MDC that the bidder has made good faith effort must be submitted to the Clerk of the Board, located on the 17th Floor of the SPCC Building, 111 NW 1st St., Miami, FL 33128 by 4:30 p.m. on the second business day following the opening of bids.

(2) In any situation in which MDT has established a contract goal, MDT will use the good faith efforts mechanism spelled out in 49 CFR Part 26, Appendix A. MDT will make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. MDT will consider the quality, quantity and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE Contract Goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. MDT emphasizes that the determination concerning the sufficiency of the bidder's good faith efforts is a judgment call: meeting quantitative formulas is not required.

(3) MDT does not require that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, providing the bidder makes an adequate good faith efforts showing. MDT will give fair and serious consideration to bona fide good faith efforts.

(4) The following is a list of types of actions which the bidder should consider as part of its good faith efforts to obtain DBE participation. The list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

(a) Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

(b) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

(c) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(d) (i) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(ii) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(e) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

(f) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

(g) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(h) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

(5) In determining whether a bidder has made good faith efforts, MDT may take into account the performance of other bidders in meeting the Contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but other bidders meet it, MDT may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, MDT may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

(6) Good Faith Efforts (Invitation for Bid/Request for Proposal). Good faith efforts, under the Invitation for Bid (IFB) method of procurement, to be considered must have been carried out prior to bid opening. Under a Request for Proposal (RFP) or similar method, good faith efforts must have been accomplished prior to receipt of best and final offers. MDC may request any other information as may be required to determine the listed DBE contractor's qualification.

(7) Agreements between a bidder and a DBE Contractor in which the DBE Contractor promises not to provide subcontracting quotations to other bidders are prohibited. The listing of a DBE Contractor by a bidder on its Schedule shall constitute a representation by the bidder that such DBE Contractor is Qualified and Not Unavailable, and a commitment by the bidder that if it is awarded the contract, it will enter into a subcontract with such minority contractor for the portion of the work and at the price set forth in its submittal subject to the terms of this Provision.

3. Selection Criteria to Ensure that Prime Contracts Are Awarded to Bidders that Meet the DBE Goal or Demonstrate Good Faith Efforts to Meet the DBE Goal.

a. If any one bidder meets or exceeds the Contract Goal, MDT may take into consideration whether bidders who failed to meet the Goal failed to exert sufficient reasonable efforts to meet the Goal and are, therefore, ineligible to be awarded the contract.

b. MDC reserves the right to award the Contract to a bidder prior to making a final determination as to the DBE status or qualification of a firm listed on the bidder's Schedule. If the DBE status of a firm listed on the bidder's Schedule is disapproved after contract award, the bidder shall remain bound by procedures under Section III.D.

4. DBE Participation shall be counted toward meeting the DBE Goal as follows:

a. Once a firm is determined by MDC to be an eligible DBE, the dollar value of the work performed by the DBE is counted toward the DBE Goal, except as limited by paragraph III.C.2.c.(2) through III.C.2.c.(4). (49 CFR 26.55(a)).

b. MDC shall count toward the DBE Goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the DBE partner(s) in the joint venture. (26.55(b))

c. MDC shall count toward the DBE Goal only expenditures to DBEs that perform a commercially useful function in the work of a contract. (26.55(c))

(1) A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the bidder shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.

(2) Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE Contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function.

d. MDC shall count toward DBE goals expenditures for materials and supplies obtained from DBE suppliers and manufacturers, provided that the DBEs assume the actual and contractual responsibility for the provisions of the materials and supplies.

(1) MDC shall count toward DBE goals the entire expenditure to a DBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale).

(2) MDC shall count toward DBE goals 60 percent of the expenditures to DBE suppliers that are not manufacturers provided that the DBE supplier performs a commercially useful function in the supply process.

5. Determination of Compliance

The total price for work to be performed by DBE contractors as indicated in the Bidder's Schedule of Participation by DBE Contractors is required to be sufficient to fulfill the stated goal, unless the Bidder shall demonstrate adequate good faith efforts as provided in III.C.2.c.

6. Award of Contract

MDC shall not award a contract to any Bidder which it determines fails to comply with the applicable requirements of these provisions. Nothing herein shall relieve any Bidder or any Contractor performing any work under the Contract from any of the terms, conditions or requirements of the Contract or modify the Owner's rights as reserved in the Contract Documents.

7. Procedures for Determination of Compliance

The selected proposer shall cooperate with the MDT DBE and Contract Compliance Supervisor during the determination of compliance process as described below.

a. Investigation and Recommendation by Compliance Monitor.

In the event that the Bidder has not met the stated goals, and has submitted the good faith efforts extended by the Bidder to meet the stated goal, the Compliance Monitor may require that the Bidder meet with the Compliance Monitor at the Miami Dade Transit Agency, 111 N. W. First Street, Suite 910, Miami, FL 33128, phone 305/375-1962, or such other place as the Compliance Monitor may designate.

The purpose of this meeting shall be for the Compliance Monitor to consider whether to recommend that the bidder's proposal be determined to be in compliance with the requirements of this Provision or to recommend award not be made to the bidder. At this meeting the bidder have an opportunity to present information and arguments pertinent to its compliance with the applicable requirements. Upon request of the Compliance Monitor, the bidder shall produce in writing at this meeting the information required in III.C.2.c, including the following::

(1) A detailed statement of the efforts made to contact and negotiate with DBE Contractors, including:

(a) the names, addresses and telephone numbers of DBE Contractors who were contacted;

(b) a description of the information provided to DBE Contractors regarding the plans and specifications for portions of the work to be performed; and

- (c) a detailed statement of the reasons why additional prospective agreements with DBE Contractors, if needed to meet the stated goal, were not reached;
- (2) A detailed statement of the efforts made to select portions of the work proposed to be performed by DBE Contractors in order to increase the likelihood of achieving the stated goal;
- (3) As to each DBE Contractor contacted but which the bidder considered to be not qualified, a detailed statement of the reasons for the bidder's conclusion;
- (4) As to each DBE Contractor contacted but which the bidder considered to be unavailable, either
- (a) a written statement from the DBE Contractor that it is unavailable, or
 - (b) a statement from the bidder that the DBE Contractor refused to give such written certification after reasonable request, and a detailed statement from the bidder of the reasons for the bidder's conclusion that the DBE Contractor was unavailable (the DBE Contractor Unavailability Statement may be used for this purpose where appropriate);
- (5) Attendance at a pre-bid meeting, if any, scheduled by the bidder to inform DBEs of subcontracting opportunities under a given solicitation;
- (6) Advertisements in general circulation media, trade association publications, and minority-focus media for at least 20 days before bids or proposals are due concerning subcontracting opportunities (if the interval between MDC advertising is so short that 20 days are not available, then publication for a shorter reasonable time is acceptable).
- (7) Efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the bidder or MDC; and
- (8) Written notification to DBEs that their interest in the contract is solicited.

The Compliance Monitor may require the bidder to produce such additional information as the Compliance Monitor deems appropriate and may obtain whatever other and further information from whatever other sources he deems appropriate.

Not later than fifteen (15) days after given notice of his initial meeting with the bidder, the Compliance Monitor shall make a written

recommendation to the Contracting Officer which shall include a statement of the facts and reasons upon which it is based.

b. Determination by MDC.

Following receipt of the Compliance Monitor's recommendation, the Contracting Officer shall send to the bidder a Notice of Opportunity to meet with the Contracting Officer, enclosing a copy of the Compliance Monitor's recommendation. Such Notice shall indicate the date, time and place at which the bidder may, if it so requests in writing, meet with the Contracting Officer and have an opportunity to present pertinent arguments and information relating to the recommendation by the Compliance Monitor regarding the bidder's compliance with this Provision. The Contracting Officer may request such further information from the bidder as it deems appropriate, and may rely upon any factual conclusion reported by the Compliance Monitor which is not contradicted by the bidder. The Contracting Officer may also conduct informal conferences, to which the bidder shall be invited, in which other parties invited by the Contracting Officer may offer information relevant to the issues on which its recommendation to the Board of County Commissioners will be based.

As soon as practicable, the Contracting Officer shall make a determination, in writing and setting forth the facts and reasons upon which it is based, whether the bid of such bidder complies with the requirements of this Provision or recommending to the Board that the Contract not be awarded to the bidder. A copy of such determination shall be sent to the bidder. Such determination shall not affect the power of the Board of County Commissioners to reject the bidder's proposal for any other reason or to take action on the recommendation of the Contracting Officer it deems appropriate.

c. Consideration of Other Bids.

If MDC deems it advisable in the interests of expediting the award of the Contract, the procedures set forth in this Section III.C. may be carried out with respect to the bids of one or more additional bidders at the same or different times with each such proceeding to be separately conducted.

d. Failure of bidder to Participate.

The bidder will be bound by proceedings under this Provision to which it has been given required notice without regard to its participation or lack of participation in them. Its lack of participation, upon receiving notices and requests pursuant to this Provision, shall not be grounds for reconsideration of any actions taken in the procedure.

B. Substitution of DBE Contractors for those Listed in the Schedule for Participation

A bidder may change information required by this provision from that provided in its Schedule of Participation of DBE Contractor only when directed to do so by the Contracting Officer. The Contracting Officer may make such a direction if it determines in the course of any proceeding conducted pursuant to Section III.C.3., that

- a. Although listed by a bidder in good faith, a Contractor appearing on the bidder's Schedule is not a DBE Contractor, is not qualified or is unavailable and that
- b. If the work scheduled to be performed by said Contractor or its equivalent is not performed by a DBE Contractor, the bidder will not achieve the level of participation listed on its Schedule.

Upon receiving such a direction, the bidder shall make every reasonable effort to replace a contractor listed in its Schedule with a qualified DBE Contractor to perform, for not less than the lesser of the same price or the price necessary to achieve the level of participation listed in its Schedule, the same work or other work not appearing on the Schedule included with its bid or proposal submission. For the purpose of determining the bidder's compliance with this Provision, the revised list of DBE Contractors shall be considered. However, a failure by a bidder to make the efforts required by the preceding paragraph prior to Contract award shall be grounds for a determination by the Board of County Commissioners that the contract not be awarded to the bidder. If a bidder is awarded the Contract and it fails to make such efforts upon notice by MDC, MDC shall subject the bidder to sanctions as provided in Section III.D.4.

D. REQUIREMENTS AND PROCEDURES SUBSEQUENT TO CONTRACT AWARD

1. Proposal, Execution, and Compliance with Subcontracts

- a. The successful bidder/contractor shall propose for MDC approval subcontracts corresponding in all respects to the proposed agreements listed on the contractor's Schedule for Participation by DBE Contractors included in its bid or proposal with substitutions authorized under this Provision. Upon approval by the Contracting Officer the contractor shall enter into each such approved subcontract and shall thereafter neither terminate any such subcontract nor reduce the scope of the work to be performed by, or decrease the price to be paid to, the DBE Contractor thereunder without in each instance the prior written approval of the Contracting Officer.
- b. MDC retains the right to approve or disapprove any subcontract with a DBE Contractor proposed under this Provision for the same reasons and in the same manner that MDC may approve or disapprove any other subcontract proposed to it. If MDC disapproves a subcontract required to be proposed under this Provision for reasons relating to its form, the contractor shall propose for approval another subcontract with the same DBE Contractor, for the same work and at the same price, in a form acceptable to MDC. If MDC disapproves a subcontract required to be proposed under this Provision for any other reason, the contractor shall

be excused from proposing that subcontract and shall be subject to the provisions of Section III.D.2 below.

2. Substitution of Subcontractors

a. Excuse from Entering Subcontracts.

If prior to execution of a subcontract required by this Provision, the contractor submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of award of the Contract, a DBE Contractor which is to enter into such subcontract has become not Qualified, or that the DBE Contractor has unreasonably refused to execute the subcontract, the contractor shall be excused from executing such subcontract.

b. Rightful Termination of Subcontracts.

If, after execution of a subcontract required by this Provision, the contractor submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of execution of such subcontract, a DBE Contractor which entered into such subcontract has become not Qualified or has committed and failed to remedy a material breach of the subcontract, the contractor shall be entitled to exercise such rights as may be available to it to terminate the subcontract.

c. Determination of Excuse of Rightful Termination.

If the contractor at any time submits a written request to the Contracting Officer under the provisions of either Section III.D.1. or Section III.D.2., the Contracting Officer, as soon as practicable, shall determine whether the contractor has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the contractor upon notice, an opportunity to present pertinent information and arguments.

d. Alternative Subcontracts.

If the contractor is excused from proposing a subcontract under Section III.D.1. or from executing a subcontract under Section III.D.2.a., or rightfully terminates a subcontract under Section III.D.2.b. and without such subcontract the contractor will not achieve the stated level of DBE participation on which the contract was awarded, the contractor shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed by another Qualified DBE Contractor or Contractors for a contract price or prices totaling not less than the contract price under the excused or

terminated subcontract, less all amounts previously paid thereunder. The contractor shall be deemed to satisfy the requirements of this Section III.D.2.d. if:

(1) It shall propose and enter each such alternative subcontract for the same work; or

(2) It demonstrates to the satisfaction of the Contracting Officer that it has made every reasonable effort to contact and negotiate with DBE Contractors in an attempt to subcontract such work, but that it was unable to subcontract the work because DBE Contractors were

(a) Not Qualified;

(b) Unavailable; or

(c) Although Qualified and not Unavailable, unwilling or unable to propose a price for such work equal to or less than the greater of the price originally scheduled for such work (less all amounts previously paid therefor), or the price stated in another bona fide proposal, of which such DBE Contractors had knowledge, submitted by another contractor to which the contractor proposes to subcontract such work; or

(3) It shall propose and enter into subcontracts with another qualified DBE Contractor or Contractors, for prices totaling the price originally scheduled for such work (less all amounts previously paid therefor) for the performance of other work not included in its Schedule as it may be modified according to this Provision.

In any situation covered by this Section III.D.2., the Compliance Monitor shall promptly meet with the contractor and provide it an opportunity to demonstrate compliance with these requirements. The Compliance Monitor shall, as promptly as practicable, recommend to the Contracting Officer whether the contractor should be determined to be in compliance with these requirements.

The Compliance Monitor may require the contractor to produce such information as the Compliance Monitor deems appropriate and may obtain whatever other and further information from whatever sources the Compliance Monitor deems appropriate. A copy of the Compliance Monitor's recommendation shall be promptly hand delivered or sent by registered mail to the contractor. The Compliance Monitor shall not make his recommendation under this paragraph without giving the contractor notice and an opportunity to present pertinent information and arguments. MDC will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five (5) calendar days from the contractor's

receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, as he in his discretion may determine, will reply to the contractor's written objection within ten (10) working days of receipt of these objections.

3. Continued Compliance

MDC shall monitor the compliance of the contractor with the requirements of this Provision during the course of the work to be performed under the Contract. The contractor shall permit MDC to have access to the job site and to necessary records, and to examine such information as appropriate for the purpose of investigating and determining compliance with this Provision, including, but not limited to, manning tables, records of expenditures, change orders, observations at the job site, and contracts between the contractor and other parties entered into during the life of the Contract.

4. Sanctions for Violations

If at any time MDC has reason to believe that the contractor is in violation of its obligations under this Provision, or has otherwise failed to comply with this Provision, MDC may, in addition to pursuing any other available legal remedy, commence proceedings to impose sanctions on the contractor. Such sanctions may include, but are not limited to, one or more of the following:

- a. The suspension of any payment or part thereof due the contractor until such time as the issues concerning the contractor's compliance are resolved;
- b. The termination or cancellation of the Contract in whole or in part unless the contractor is able to demonstrate within a reasonable time its compliance with the terms of this Provision; and
- c. The denial to the contractor of the right to participate in any further contracts awarded by MDC for a period of not longer than three (3) years. No such sanction shall be imposed by MDC upon the contractor except pursuant to a hearing conducted by the Contracting Officer.

5. Prime Contractor DBE Reporting Requirements.

The prime Contractor shall submit reports periodically on the participation by DBE firms in the project.

- a. Monthly reports from DBE subcontractors.

The prime contractor shall secure a report monthly from each DBE subcontractor working on the project, using the attached Monthly Progress Report form or a similar form. The reports from the DBE subcontractor shall specify the amounts of money that have been received by the DBE contractor from the prime contractor during the month the report covers. Authorized representatives of each DBE firm

shall sign the report(s), verifying the participation of the DBE firm in the contract work and receipt of the monies listed.

b Monthly report from the prime contractor.

The prime contractor shall report subcontracting and purchasing activities with DBE firms monthly using the attached Monthly Progress Report form or a similar form. The report forms signed by each DBE subcontractor firm shall be attached to the prime contractors Monthly Report. The completed Report with attachments shall be submitted to the Contracting Officer on or before the tenth working day following the end of the month the report covers.

6. Prompt Payment.

MDT will pay small businesses, including DBEs, and prime contractors will pay subcontractors, including DBEs, for satisfactory performance of their contracts no later than 30 days after a proper invoice has been received. The prime contractor will return retainage payments to the subcontractor, including DBEs, within 30 days of the subcontractor's satisfactory completion of work. The prompt payment ordinance and MDT contracting procedures provide for appropriate penalties for failure to comply with the terms and conditions of MDT contracts. Any delay or postponement of payment among or between the parties may take place only for good cause and with MDT's prior written approval. (49 CFR 26; 13 CFR 121; Florida Law, Chapter 218, Part VII, Prompt Payment Act; Miami Dade County Prompt Payment Ordinance No. 94-40)

APPENDIX OF FORMS

Certification of Assurance Form

Certification of Assurance Form (Alternate)

Bidders List Form

Schedule for Participation by DBE Contractors

DBE Contractor Participation Letter of Intent

DBE Contractor Identification Statement

DBE Contractor Unavailability Certification

Notice of Opportunity to Meet with the Contracting Officer

Monthly Progress Report on DBE Activities

Disclosure Affidavit ("Certification Application")

(May be bound or made available separately)

DBE Directory, Department of Business Development

(May be bound or made available separately)

MIAMI-DADE TRANSIT
REQUEST FOR PROPOSALS
for
Advertising Services for Transit Vehicles, Metrorail Stations
And South Miami-Dade Busway Kiosk Advertising

RFP 278A

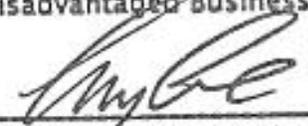
CERTIFICATION OF ASSURANCE FORM

The proposer, (Name of Company) Viacom Outdoor Group Inc., hereby gives assurance of meeting the Disadvantaged Business Enterprise goal of ten percent (10%) by utilizing DBE firms in the area(s) of:

- 1. Professional Services (Engineering, legal, accounting, etc.) _____ percent
- 2. Construction (Site preparation, concrete work, electrical, etc.) ten percent
- 3. Procurement Services (Purchase of materials, supplies, equipment, etc.) _____ percent

(Items 1, 2, and 3 must add up to the above total goal percentage.)

The DBE goal will be achieved by certification of the prime contractor as a DBE; by establishment of a relationship of Association with DBE firms; by utilization of vendors and suppliers of goods and services; by subcontracting; or by joint venture arrangements in conformity with the requirements, terms and conditions of the "Disadvantaged Business Enterprise Contractor Participation provision."


Signature Larry Levine

Viacom Outdoor Group Inc.
Name of Proposer (Typed or printed)

Senior Vice President
Title

May 7, 2003
Date

SCHEDULE FOR PARTICIPATION
MDT DBE Participation Program

This form should be completed for EACH DBE firm listed in the bid submittal. If an item does not apply to this contract, enter NA in blank. Each firm bidding as prime shall also provide a "Bidders' List Form" for itself and each firm it solicited or queried as a potential subcontractor for this project. Failure to provide all the required forms may result in the bid or proposals being found to be non-responsive.

- 1. Name of prime Bidder: Viscom Outdoor Group Inc.
- 2. Project Name: Advertising Services Project or Bid No. RFP 278 A
- 3. Location: 405 Lexington Avenue New York, NY 10174
- 4. Name and Address of DBE Contractor:
J. Perez Associates, Inc.
3760 Kilroy Airport Way Long Beach, CA 90806

- 5. DBE TYPE: Women Black Hispanic Other(specify) _____
DBEs must show ownership percentage by gender- Male 100 % Female _____ %

- 6. Type of work to be performed by DBE/Contractor (general):
Carding and Posting of Transit Advertising

- 7. Scope of work to be performed (specific description by Bid Item):
If work to be subcontracted is a portion of a contract item outlined in the bid specifications, specify only the portion of the work to be subcontracted and identify the Bid Item number if one is designated.

Description	Bid Item	Agreed Price
<u>Carding and Posting</u>	<u>N/A</u>	<u>\$ 158</u>
_____	_____	<u>\$</u> _____

- 8. If overall contract price is based on Unit Price, list for each subcontracted bid item:

Approximate Quantities	Unit	Extended Dollar Amount
<u>N/A</u>	_____	_____
_____	_____	_____
_____	_____	_____

LETTER OF INTENT
MDT DBE Participation Program

NOTE: All bidders must submit Letters of Intent as instructed in the solicitation document; usually, Letters of Intent for RFPs are submitted with the proposal and for ITBs no later than 4:30 p.m. on the second business day following bid opening. Expenditures allocated to DBEs on a Schedule of Participation that are not confirmed by a properly executed Letter of Intent shall not count toward the DBE goal. If an item does not apply to this contract, enter NA in the space.

To: Viacom Outdoor Group Inc. Project Name Transit Advertising
Name of Prime Bidder

Project/Bid Number RFP 278 A Total Bid \$ see Revenue Proposal

The undersigned holds DBD DBE Certificate No. 1271, expiring 11-30-04, and intends to perform work in connection with the above project as (check one):

An individual ; a partnership ; a corporation ; a joint venture .

The DBE status of the undersigned is (check only one):

Women Black Hispanic Other (specify)

All DBEs must show ownership percentage by gender--Male 100% Female %

The undersigned is prepared to perform the following described work at the prices indicated in connection with the above project (specify in detail particular work items or parts thereof to be performed):

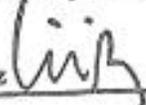
Item No.	Work to be performed	\$ Amount
	<u>Carding, Posting and Maintenance</u>	<u>\$ 15X</u>
		<u>\$</u>

The prime contractor has projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Item	Date of Start-up (projected)	Completion Date(Projected)
<u>Carding Posting & Maintenance</u>	<u>MDT Start Date</u>	<u>MDT Expiration Date</u>

The above work will not be sublet to a non-DBE at any tier. The undersigned acknowledges receipt of the Affirmative Action Requirements of the Contract and will enter into a formal agreement for the above work with the Prime upon the execution of a contract with Miami-Dade County.

L.Perez Associates, Inc..
Name of DBE Contractor

By Lisa R. Perez 

Date August 26, 2003

Title Executive Vice President

DBE CONTRACTOR IDENTIFICATION STATEMENT
MDT DBE Participation Program

1) Name of DBE Contractor J. Perez Associates, Inc.
 2) Year business established 1991
 3) Address and telephone number 3760 Kilroy Airport Way, Suite 560
Long Beach, CA 90806

4) DBE Type: Women Black Hispanic Other (Specify) _____
 All DBEs must show ownership percentage by gender-- Male 100 % Female _____ %

5) Name of principal officer Anthony O. Perez

6) Principal type of work installation & maintenance of outdoor advertising.

7) Name of persons involved in management of firm and positions held:

	NAME	RACE	SEX	POSITION/TITLE
A.	<u>Anthony O. Perez</u>	<u>H</u>	<u>M</u>	<u>President</u>
B.	<u>Lisa R. Perez</u>	<u>H</u>	<u>F</u>	<u>Executive Vice President</u>
C.	<u>John Townsend</u>	<u>C</u>	<u>M</u>	<u>Sr. Vice President Operations</u>
D.	<u>Peter Beath</u>	<u>C</u>	<u>M</u>	<u>Vice President Marketing</u>
E.	<u>Joe Perez</u>	<u>H</u>	<u>M</u>	<u>CEO/COB</u>

If additional space is needed, please use another sheet.

8) For a Corporation or Professional Association (PA): Identify those who own five percent or more of the firm's stock or five percent or more share of a Professional Association.

	NAME	RACE	SEX	YEARS OF OWNERSHIP	OWNERSHIP PERCENTAGE	VOTING PERCENTAGE
A.	<u>Joe Perez</u>	<u>H</u>	<u>M</u>	<u>12</u>	<u>100%</u>	_____
B.	_____	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____	_____
E.	_____	_____	_____	_____	_____	_____

If additional space is needed, please use another sheet.

(Continued on Page 2)

Page 2

DBE CONTRACTOR IDENTIFICATION STATEMENT

MDT DBE Participation Program

9) For a Proprietorship, indicate the DBE status and gender of the proprietor:

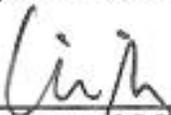
Black Male _____ Black Female _____ Hispanic Male _____ Hispanic Female _____
Other Male (Specify) _____ Other Female (Specify) _____

10) Does the firm have an 8(a) Certification issued by the Small Business Administration under Section 8(a) of the Small Business Act as amended (15 U.S.C. 637 (a))?

NO YES _____, Certified as an 8(a) Contractor (date) _____

11) Date certified by MDT/Miami-Dade County Department of Business Development _____
Cert. No. 1272 Expires 11-30-2004

12) The undersigned agrees to provide other relevant information concerning ownership and control if requested to do so by MDC or its representative.



Signature of Official of DBE Company

Executive Vice President

Title of Official

April 16, 2003

Date

INFORMATION FOR MDT BIDDERS LIST

Bid Description: Transit Advertising Bid No. RFP 278-A
DBE Goal? Yes X No DBE Goal Percent 10 %

For MDTA use only: Was the subject bid awarded to this prime? Yes No

Instructions to Bidders: Prime must complete a form for itself and must provide a form for each firm which was contacted as a potential subcontractor. An authorized representative of each firm must complete and sign the affidavit.

BIDDER INFORMATION

Firm Name Viacom Outdoor Group Inc F.E.I.N.* 13-2660769

Street 405 Lexington Avenue Suite No. 17th floor

City New York State NY Zip Code 10174

Submitted as Prime Bidder? Yes X No If No, enter name of Prime

Year Firm Founded 1938 Annual Gross Receipts of Firm \$ 300 Million

Phone No. 212-297-6520 FAX No. 212-297-6555 Email Larry.Levine@viacomoutdoor.com

(SIC--Standard Industrial Classification code number by the Small Business Administration. Reference 13 Code of Federal Regulations 121. See attached list of two-digit codes.)

COMPLETE ONE OF THE FOLLOWING:

- For Goods, equipment and non-professional services, use appropriate two-digit SIC codes:
- For construction work, check one: Building--SIC 15 Heavy--SIC 16 Specialty Trades--SIC 87
- For all professional services (Architectural, engineering, accounting, etc.) SIC 87

DBE INFORMATION

Certified in Dade County as DBE? Yes No X If Yes, enter expiration date: / /

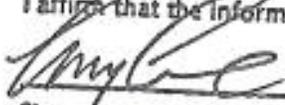
Ethnicity: (Circle one) Black Hispanic Native American Asian-Pacific American
Subcontinent Asian American Other

Gender? Male Female

DBE Commitment by Prime: 10 %

AFFIDAVIT

I affirm that the information submitted is correct to the best of my knowledge.

 Larry Levine Senior VP 5/07/03
Signature Name printed or typed Title Date

*Federal Employer Identification Number

INFORMATION FOR MDT BIDDERS LIST

Bid Description: Transit Advertising Bid No. RFP 278^A
DBE Goal? Yes X No _____ DBE Goal Percent 10 %

For MDTA use only: Was the subject bid awarded to this prime? Yes _____ No _____

Instructions to Bidders: Prime must complete a form for itself and must provide a form for each firm which was contacted as a potential subcontractor. An authorized representative of each firm must complete and sign the affidavit.

BIDDER INFORMATION.

Firm Name J. Perez Associates, Inc. F.E.I.N.* 74-2623123

Street 3760 Killy Airport Way Suite No. 560

City Long Beach State CA Zip Code 90806

Submitted as Prime Bidder? Yes _____ No X If No, enter name of Prime Viacom Outdoor Group Inc.

Year Firm Founded 1991 Annual Gross Receipts of Firm \$ 4.1 Million

Phone No. 562-424- FAX No. 562-424- Email Anthony_Perez@jpperez.com
1975 7008

(SIC--Standard Industrial Classification code number by the Small Business Administration. Reference 13 Code of Federal Regulations 121. See attached list of two-digit codes.)

COMPLETE ONE OF THE FOLLOWING:

For Goods, equipment and non-professional services, use appropriate two-digit SIC codes: _____

For construction work, check one: Building--SIC 15 ___ Heavy--SIC 16 ___ Specialty Trades--SIC 87 ___

For all professional services (Architectural, engineering, accounting, etc.) SIC 87 ___

DBE INFORMATION

Certified in Dade County as DBE? Yes X No _____ If Yes, enter expiration date: 11/30/04

Ethnicity: (Circle one) Black Hispanic Native American Asian-Pacific American
Subcontinent Asian American Other _____

Gender? Male X Female _____

DBE Commitment by Prime: _____ %

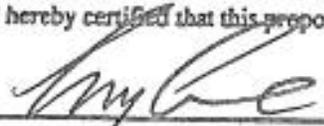
AFFIDAVIT

I affirm that the information submitted is correct to the best of my knowledge.

[Signature] Lisa R. Perez Exc. VP 4/16/03
Signature Name printed or typed Title Date

*Federal Employer Identification Number

Form A-1

PROPOSER'S NAME (Name of firm, entity or organization): Viacom Outdoor Group Inc.		
FEDERAL EMPLOYER IDENTIFICATION NUMBER: 13-2660769		
NAME AND TITLE OF PROPOSER'S CONTACT PERSON: Name: Larry Levine Title: Senior Vice President		
MAILING ADDRESS: Street Address: 405 Lexington Avenue, 17th floor City, State, Zip: New York, NY 10174		
TELEPHONE: (212) 297-6520	FAX: (212) 297-6555	E-MAIL ADDRESS: Larry.Levine@viacomoutdoor.com
PROPOSER'S ORGANIZATIONAL STRUCTURE: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain):		
IF CORPORATION, Date Incorporated/Organized: June 26, 1968 State Incorporated/Organized: Delaware States registered in as foreign corporation:		
PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATED REQUEST FOR: Out of Home Advertising		
LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT: J. Perez Associates		
PROPOSER'S AUTHORIZED SIGNATURE The undersigned hereby certifies that this proposal is submitted in response to this solicitation. Signed By:  Date: 5/07/03 Print Name: Larry Levine Title: Senior Vice President		
A-1 Rev. 10/1/99		

MIAMI-DADE COUNTY, FLORIDA

RFP No. 278 A

Form A-4
DISABILITY NONDISCRIMINATION AFFIDAVIT

CONTRACT REFERENCE: RFP No. 278 A

NAME OF FIRM, CORPORATION, OR ORGANIZATION: Viacom Outdoor Group Inc.

AUTHORIZED AGENT COMPLETING AFFIDAVIT: Larry Levine

POSITION: Senior Vice President PHONE NUMBER: (212) 297-6520

I, Larry Levine, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

Larry Levine
Signature
5/19/03
Date

SUBSCRIBED AND SWORN TO (or affirmed) before me on 5/19/03
by Larry Levine (Date)
(Affiant) He/She is personally known to me or has presented. as identification.

[Signature]
(Type of Identification)
(Signature of Notary) (Serial Number)
(Print or Stamp Name of Notary) (Expiration Date)

Notary Public _____ Notary Seal (State)

AMY G. BERLIN
Notary Public, State of New York
No. 0285066965
Qualified in New York County
Expires Oct. 7, 2006

FORM A-7.2

FAIR SUBCONTRACTING POLICIES
(Ordinance 97-35)

FAIR SUBCONTRACTING PRACTICES

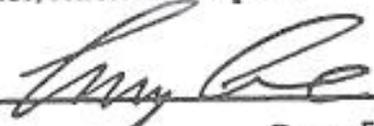
In compliance with Miami-Dade County Ordinance 97-35, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

Employees involved in the procurement of goods and services are responsible to select vendors on the basis of what is most beneficial to the Company. It is Viacom Outdoor's policy to encourage meaningful participation of minority and female-owned businesses as vendor sources. All employees involved in the procurement of goods and services are responsible for attempting to locate and solicit minority/female vendor bids for all goods and services acquired.

When goods and services are purchased through a contractor, it is the responsibility of the employees involved in the procurement decision to notify the contractor that we require compliance with Equal Employment Opportunity laws and encourage the contractor to solicit business and bids from minority and female owned businesses.

All employees involved in the procurement of goods and services are to select vendors on the basis of which vendors will provide the greatest value to Viacom Outdoor. (It is recognized that price alone does not determine value). All employees shall comply with the Viacom Conflict of Interest policy.

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: 
Title: Senior Vice President Date: 5/07/03
Firm Name: Viacom Outdoor Group Inc. Fed. ID No. 13-2660769
Address: 405 Lexington Avenue City/State/Zip: New York, NY 10174
Telephone: (212) 297-6520 Fax: (212) 297-6555

RFP No. 278 A

FORM A-7.1
SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Proposer Viacom Outdoor Group Inc. RFP Name Advertising Services

RFP Number 278 A

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professionals which involve expenditures of \$100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of Form A-7.1 in those instances where no subcontractors or suppliers will be used on the contract. A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner) Gender	(Principal Owner) Race
J. Perez Associates, Inc. 3760 Kilroy Airport Way Suite 560 Long Beach, CA 90806	Joseph Perez	Carding and Posting of Ads	M	H
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner) Gender	(Principal Owner) Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.

Signature of Proposer's Authorized Representative  Senior Vice President Larry Levine Date 5/07/03
Print Name Larry Levine Print Title Senior Vice President

MIAMI-DADE COUNTY, FLORIDA

RFP No. 278 A



FORM A-8.2
AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY
AFFIDAVIT
(Ordinance 98-30)

I being duly first sworn, upon oath deposes that Viacom Outdoor Name of Company has a current Affirmative Action Plan and/or Procurement Policy, as required by Ordinance 98-30, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. 2004-0099 and the expiration date of 5/31/04

Witness: [Signature]
Signature

[Signature]
Signature

Witness: [Signature]
Signature

By: Richard Ament, Senior VP
Legal Name and Title

The foregoing instrument was acknowledged before me this 15th day of May 20 03

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:
By: _____

[Signature]
Notary Public, State of New York
No. 028E5066965
Qualified in New York County
Commission Expires Oct. 7, 2006

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: Richard Ament having the title of Senior Vice President

with Viacom Outdoor Group Inc.

a Delaware corporation partnership joint venture.

DOES NOT APPLY-MY COMPANY'S REVENUE IS LESS THAN \$5 MILLION

Signature Date

PLEASE NOTE:
Ordinance 82-37 requires that all property licensed architectural, engineering, landscape architectural, and land surveyor, have an affirmative action plan on file with the County.

Ordinance 98-30 requires that firms that have annual gross revenue in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. If your firm does not have an annual gross revenue in excess of five (5) million dollars: check the above, sign and return this affidavit only. Firms that have a Board of Directors that are representative of the population make-up of the nation are exempt and must complete and return THE EXEMPTION AFFIDAVIT only.

For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-349-5960

THIS AFFIDAVIT MUST BE PROPERLY EXECUTED BY THE BIDDER AND RETURNED TO:

MIAMI-DADE COUNTY
DEPARTMENT OF BUSINESS DEVELOPMENT
COURTHOUSE CENTER
175 NW 1ST AVENUE
2ND FLOOR
MIAMI, FLORIDA 33128

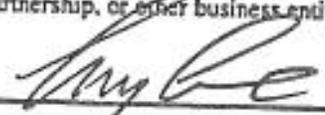
MIAMI-DADE COUNTY, FLORIDA

RFP No. 278 A

Form A-10
PROPOSER'S AFFIDAVIT THAT MIAMI-DADE COUNTY TAXES,
FEEES AND PARKING TICKETS HAVE BEEN PAID
 (Section 2-8.1(c) of the Code of Miami-Dade County, as amended by Ordinance No. 00-30)
 and
THAT PROPOSER IS NOT IN ARREARS TO THE COUNTY
 (Section 2-8.1(h) of the Code of Miami-Dade County, as amended by Ordinance No. 00-67)

I, Larry Levine, being first duly sworn, hereby state and certify that the foregoing statements are true and correct:

1. that I am the Proposer (if the Proposer is an individual), or the Senior VP (fill in the title of the position held with the Proposer) of the Proposer.
2. that the Proposer has paid all delinquent and currently due fees or taxes(- including but not limited to, real and personal property taxes, utility taxes, and occupational taxes) collected in the normal course by the Miami-Dade County Tax Collector, and County issued parking tickets for vehicles registered in the name of the above proposer, have been paid.
3. that the Proposer is not in arrears in excess of the enforcement threshold under any contract, final non-appealable judgement, or lien with Miami-Dade 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 Proposer has a controlling financial interest For purposes hereof, the term "enforcement threshold" means any arrearage under any individual contract, non-appealable judgement, or lien with Miami-Dade County that exceeds \$25,000 and has been delinquent for greater than 180 days. For purposes hereof, the term "controlling financial interest" means ownership, directly or indirectly, of ten per cent or more of the outstanding capital stock in any corporation, or a direct or indirect interest of ten per cent or more in a firm, partnership, or other business entity.

By:  May 7, 2003
 Signature of Affiant Date

Larry Levine, Senior VP 1/3-2/6/6/0/7/6/9
 Printed Name of Affiant and Title Federal Employer Identification Number

Viacom Outdoor Group Inc.
 Printed Name of Firm
405 Lexington Avenue New York, NY 10174
 Address of Firm

SCRIBED AND SWORN TO (or affirmed) before me this 15th day of May, 2003.

by Larry Levine, He/She is personally known to me or has presented


 Signature of Notary

Serial Number _____

Print or Stamp Name of Notary _____
 Expiration Date _____

Notary Public - State of _____
 AMY G. BERLIN
 Notary Public, State of New York
 No. 02BE5066965
 Qualified in New York County
 Commission Expires Oct. 7, 2006

Form A-12
Code of Business Ethics

In accordance with Section 2-8.1(i) of the Miami-Dade County Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Code") and shall, prior to execution of any contract between the contractor and the County, submit an affidavit stating that the contractor has adopted a Code that complies with the requirements of Section 2-8.1(i) of the Miami-Dade County Code. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum, require that the contractor:

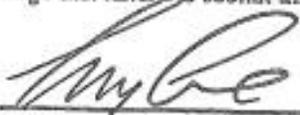
- Comply with all applicable governmental rules and regulations including, among others, the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance and the False Claims Ordinance.
- Comply with all applicable rules and regulations regarding Disadvantaged Business Enterprises, Black Business Enterprises, Hispanic Business Enterprises and Women Business Enterprises (hereinafter collectively Minority Business Enterprises, "MBEs") and Community Small Business Enterprises (CSBE5) and shall specifically prohibit the following practices:
 - Pass-through Requirements. The Code shall prohibit pass-throughs whereby the prime firm requires that the MBE or CSBE firm accept payments as a MBE or CSBE and pass through those payments or a portion of those payments to another entity including, but not limited to the owner/operator of the prime firm;
 - Rental Space, Equipment or Flat Overhead Fee Requirements. The Code shall prohibit rental space requirements, equipment requirements, and/or flat overhead fee requirements, whereby the prime firm requires the MBE or CSBE firm to rent space or equipment from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc.;
 - Staffing Requirements. The Code shall prohibit the prime firm from mandating, as a condition to inclusion in the project, that a MBE or CSBE hire, fire, or promote certain individuals not employed by the prime firm, or utilize staff employed or previously employed by the prime firm.
 - MBE or CSBE staff utilization. The Code shall prohibit the prime firm from requiring the MBE or CSBE firm to provide more staff than is necessary and then utilizing the MBE or CSBE staff for other work to be performed by the prime firm.
 - Fraudulently creating, operating or representing MBE or CSBE. The Code shall prohibit a prime firm including, but not limited to, the owners/operators thereof from fraudulently creating, operating or representing an entity as a MBE or CSBE for purposes of qualifying for certification as a MBE or CSBE.
- The Code shall also require that on any contract where MBE or CSBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs or CSBEs, the timing of payments and when the work is to be performed.
- The failure of a contractor to comply with its Code of Business Ethics shall render any contract between the contractor and the County voidable, and subject violators to debarment from future County work pursuant to Section 10-38(h)(2) of the Code. The Inspector General shall be authorized to investigate any alleged violation by a contractor of its Code of Business Ethics.

MIAMI-DADE COUNTY, FLORIDA

RFP No. 278 A

CODE OF BUSINESS ETHICS
[Section 2-8.1(1), Code of Miami-Dade County]

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(1) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: 
Signature of Affiant

May 7 20 03
Date

Larry Levine, Senior VP
Printed Name and Title of Affiant

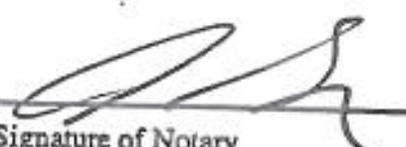
13-2660769
Federal Employer Identification Number

Viacom Outdoor Group Inc.
Printed Name of Firm

405 Lexington Avenue New York, NY 10174
Address of Firm

SUBSCRIBED AND SWORN TO (of affirmed) before me this 15th day of May, 20 03

He/She is personally known to me or has presented _____ as identification.
Type of Identification


Signature of Notary

WILLIAM BERLIN
Notary Public, State of New York
No. 028E5066965
Qualified in New York County
Commission Expires Oct. 7, 2006

Print or Stamped Name of Notary

Serial Number

Expiration Date

Notary Public, State of New York

MIAMI-DADE COUNTY, FLORIDA

RFP No. 270 A

CODE OF BUSINESS ETHICS
[Section 2-8.1(l), Code of Miami-Dade County]

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(1) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: *Lisa Perez*
Signature of Affiant

April 16 20 03
Date

Lisa Perez - Exec. V.P.
Printed Name and Title of Affiant

74-2623123
Federal Employer Identification Number

J. Perez Associates, Inc.
Printed Name of Firm

3760 Kilroy Airport Way Long Beach, CA 90806
Address of Firm

SUBSCRIBED AND SWORN TO (of affirmed) before me this 16 day of April 20 03

He/She is personally known to me or has presented _____ as identification.
Type of Identification

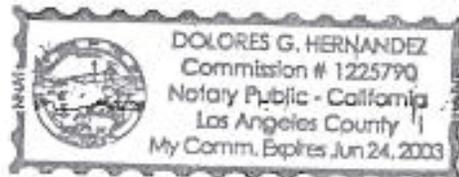
Dolores G. Hernandez
Signature of Notary

Serial Number

DOLORES G. HERNANDEZ
Print or Stamped Name of Notary

6/24/03
Expiration Date

Notary Public, State of CA



FORM A-15

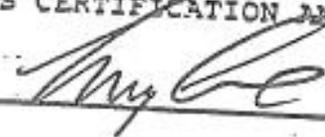
Page 1 of 1

CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
(LOWER TIER COVERED TRANSACTION)

The prospective Lower Tier Participant certifies, by submission of this bid or proposal, that neither it nor its "principals" as defined at 49 C.F.R. 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective Lower Tier Participant is unable to certify to the statement above, it shall attach an explanation, and indicate it has done so, by placing an "X" in the following space _____.

THE BIDDER OR OFFEROR, Viacom Outdoor Group Inc, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THIS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE LOWER-TIER BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.



Signature of
Participant's Authorized Official

Larry Levine, Senior VP

Name and Title of
Participant's Authorized Official

May 7, 2003

Date

MIAMI-DADE COUNTY DOMESTIC VIOLENCE LEAVE AFFIDAVIT (County Ordinance No 99-5 and Resolution No. R-185-00)

I, Larry Levine, being first duly sworn state:

That in compliance with Ordinance No. 99-5, Resolution No. R-185-00 and the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned legislation.

As an employer having, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year, do hereby certify to be in compliance with the Domestic Leave Ordinance, codified at 11A-60 et. seq., of the Miami-Dade County Code, and that the obligation to provide domestic violence leave to employees shall be a contractual obligation.

By: [Signature] Signature of Affiant

May 7 2003 Date

Larry Levine, Senior VP Printed Name of Affiant and Title

13-2660769 Federal Employer Identification Number

Viacom Outdoor Group Inc. Printed Name of Firm

405 Lexington Avenue New York, NY 10174 Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 15th day of May 2003

He/She is personally known to me or has presented [Type of Identification] as identification.

[Signature] Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public - State of

AMY G. BERLIN Notary Public, State of New York No. 02BE5066965 Qualified in New York County Commission Expires Oct. 7, 2006

Notary Seal

FORM A-15

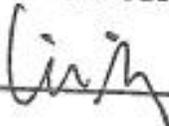
Page 1 of 1

CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
(LOWER TIER COVERED TRANSACTION)

The prospective Lower Tier Participant certifies, by submission of this bid or proposal, that neither it nor its "principals" as defined at 49 C.F.R. 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective Lower Tier Participant is unable to certify to the statement above, it shall attach an explanation, and indicate it has done so, by placing an "X" in the following space _____

THE BIDDER OR OFFEROR, J. Perez Associates, Inc., CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THIS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE LOWER-TIER BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.



Liss Perez - Exec. Vice President

Signature of
Participant's Authorized Official

Name and Title of
Participant's Authorized Official

April 16, 2003

Date

FORM A-16
Page 1 of 2

LOBBYING CERTIFICATION
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The Contractor certifies, to the best of its knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Federal department or agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification thereof.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by Government wide Guidance for New Restrictions on Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed Reg 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

FORM A-16
Page 2 of 2

The Contractor, Viacom Outdoor Group Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801 et seq. apply to this certification and disclosure, if any.



Signature of
Contractor's Authorized Official

Larry Levine, Senior VP

Name and Title of
Contractors Authorized Official

May 7, 2003

Date

R# RFP No 00038
090690
8J1A 12-16th

FIRST AMENDMENT TO CONTRACT TR03-ADV

BETWEEN

MIAMI-DADE COUNTY, FLORIDA

AND

CBS OUTDOOR GROUP, INC.

THIS FIRST AMENDMENT, made and entered into this 16 day of Dec., 2008, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY"), and CBS Outdoor Group, Inc. (f/k/a Viacom Outdoor Group, Inc.) (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

WHEREAS, by Resolution No. R-862-04 passed and adopted on July 13, 2004, the Board of County Commissioners (the BOARD) authorized Contract TR03-ADV between the above named parties for the purpose of providing advertising services for transit vehicles, Metrorail stations and South Miami-Dade Busway advertising kiosks (the "CONTRACT"); and

WHEREAS, the CONTRACTOR formerly known as Viacom Outdoor Group, Inc. is now known as CBS Outdoor Group, Inc.; and

WHEREAS, Resolution No. R-862-04 requires that any increases in the minimum guarantee payment shall be approved by the BOARD; and

WHEREAS, the COUNTY and the CONTRACTOR agree to adjust the Annual Minimum Guarantee from \$1,000,000 to \$2,000,000; and

WHEREAS, the COUNTY and the CONTRACTOR agree to exercise the first option to renew for three (3) years.

NOW, THEREFORE, in consideration of the premises and mutual covenants expressed herein the parties hereto agree as follows:

First Amendment to Contract TR03-ADV**CBS Outdoor Group, Inc.****Page 2**

1. All references in the CONTRACT to Viacom Outdoor Group, Inc. are hereby amended to read "CBS Outdoor Group, Inc."
2. Article 1, Section 1.06, New Advertising Opportunities and Nonexclusivity, fifth sentence is hereby amended to read: "All recommendations regarding new advertising opportunities are subject to review and approval by the Director or his designee whose decision in such matters shall be final."
3. Amend Article 1, Section 1.07, New Advertising Device – Adjustments to the Annual Minimum Guarantee, in its entirety to read: "New Advertising Device: In the event that a new advertising device is added to the Agreed-Upon Inventory under this Contract, a six (6) month trial period will commence. Once the trial period is over, and only after Director's final approval, the new device shall become a part of the Agreed Upon Inventory."
4. Article 3, Unsold Advertising Space, Section 3.01, first sentence is amended to read: "The Contractor shall keep all advertising spaces occupied with advertising materials at all times."
5. Amend Article 5, Payments and Reports, Section 5.01, Definitions, subsection (e), to read: "Adjusted Annual Minimum Guarantee" – The term "Adjusted Annual Minimum Guarantee" shall be as provided in Section 5.02.
6. Article 5, Payments and Reports, Section 5.01, Definitions, subsections (f) and (g) are deleted in its entirety.
7. Article 5, Payments and Reports, Section 5.02, Annual Minimum Guarantee, subsections (e) through (j) shall be amended to read:

"The Director or his designee shall set the Annual Minimum Guarantee for the fifth contract year to \$2,000,000, and the Annual Minimum Guarantee shall be adjusted each year thereafter as set forth in Section 5.03."
8. Article 5, Payments and Reports, Section 5.03, Agreed-Upon Inventory Changes, shall be amended to read:

"Increase/Decrease in Agreed-Upon Inventory: In the event there is an increase or decrease by 20% or more, at any time during a contract year, in the total number of buses designated by MDT as included in the Adjusted Agreed Upon Inventory (Exhibit 5), the Annual Minimum Guarantee shall be recalculated as provided below.

The Annual Minimum Guarantee shall be adjusted to be effective with the first day of the calendar month following such recalculation. Such adjustment shall be

First Amendment to Contract TR03-ADV**CBS Outdoor Group, Inc.****Page 3**

prorated for purposes of adjusting the Annual Minimum Guarantee for the contract year. Failure by the Contractor to request in writing to the County any adjustments to the revised Agreed Upon Inventory and/or Annual Minimum guarantee within ninety (90) days of receipt of notice from the County of the actual inventory adjustment by the County shall result in a waiver by the Contractor of claims and/or rights to any adjustments with respect to such actual inventory adjustment during the term of this Contract and any extensions thereof.

For purposes of this section, the total number of buses shall include the full-size and minibus fleet.

All recalculations of the Annual Minimum Guarantee shall be accomplished as follows:

- (1) The Annual Minimum Guarantee for each contract year under this Contract – At the commencement of each new contract year, the corresponding Annual Minimum Guarantee for that specific contract year under Section 5.02 above will become effective.
- (2) In the event that there is an increase/decrease of 20% or more of the number of buses available as included in the Adjusted Agreed-Upon Inventory, the Annual Minimum Guarantee will be adjusted upward or downward, as the case may be, by the same percentage as the increase/decrease of the number of buses available.

Any increase/decrease to the number of Metrorail vehicles, Metrorail station devices, and the South Miami-Dade Busway advertising kiosks shall not cause an adjustment to the Annual Minimum Guarantee, unless otherwise requested and/or approved by the Director.”

9. Article 7, Inventory, Section 7.02, Advertising Clock Mechanisms, the following shall be added to the end of the paragraph: “The Contractor shall within thirty (30) days of Board approval of the First Amendment submit to the County either a \$450,000 payment to be utilized towards the replacement of the clocks at the Metrorail stations or a written schedule detailing the purchase, delivery, and installation of the new Metrorail Station advertising clocks/digital information displays with a minimum value of \$450,000 for MDT’s approval. If Contractor chooses the option of providing the clocks/digital information displays, completion of purchase, delivery, and installation of all devices shall not exceed six (6) months from MDT’s approval. The Contractor and the County agree the two parties will consult with one another as to the design and placement of the aforementioned clocks.”

First Amendment to Contract TR03-ADV**CBS Outdoor Group, Inc.****Page 4**

10. **Amend Article 8, Installation, Maintenance and Removal by Contractor, Section 8.04, paragraph 5 to read: "At no time shall any advertising device be installed partially or fully covering the windows on the front and curbside of transit buses." All else in paragraph remains the same.**
11. **Amend Article 12, Performance Bond, paragraph 1 to read, "The Contractor shall duly execute and deliver to the County within fifteen (15) calendar days after approval of First Amendment, a letter of credit in the amount of 100% of the Annual Minimum Guarantee Payments for the life of the Contract. The Contractor shall provide the County with an irrevocable letter of credit from a federally insured financial institution located in the United States backing all of the Contractor's payment and performance obligations hereunder (the LOC). The LOC shall be in the amount of \$8,000,000.00 and shall name the County as the sole beneficiary thereof. The LOC shall be effective commencing on September 9, 2008 and shall continue until either termination of Contract or Contractor's full satisfaction of all payments and performance obligations, whichever is the later. The County is authorized to make a demand on the LOC for any payment which is 20 calendar days overdue after receipt of notice, which may be by facsimile, from County of such failure to pay. It is expressly understood that the County shall be entitled to the full amount of the demand within two (2) business days of receipt by the federally insured financial institution. On the first anniversary of the effective date contained in the First Amendment, the Contractor shall cause the amount of the LOC to decrease to reflect 100% of the outstanding contract requirements." All else remains the same.**
12. **The first renewal option for three years shall be exercised commencing September 9, 2009 and ending September 8, 2012.**
13. **The CONTRACTOR will continue to make all revenue payments as specified in the current CONTRACT. The annual minimum guarantee payment shall continue to be in the amount of \$2,000,000 unless any adjustments are made as specified under amended Article 5.03.**
14. **Attached Exhibit 5, Adjusted Agreed-Upon Inventory Inspection List for the fifth contract year, shall become part of the Contract effective September 9, 2008.**

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to CONTRACT to be executed as of the date first above written.

CBS Outdoor Group, Inc.

ATTEST:
BY: *David H. Poy*
Assistant Secretary

BY: *[Signature]*
President, Displays Division

(Seal)

ATTEST:

MIAMI-DADE COUNTY, a
political Subdivision of the State of
Florida

HARVEY RUVIN, CLERK

By Its Board of County
Commissioners

 BY: *[Signature]*
Deputy Clerk

BY: *[Signature]*
County Manager

Approved as to form
and legal sufficiency *B.F.*

**EXHIBIT 5
ADJUSTED AGREED-UPON INVENTORY
INSPECTION LIST
Effective September 9, 2008**

**METROBUS FULL-SIZE FLEET AVAILABLE FOR ADVERTISING*
(As of January 2008):**

NABI Regular Buses (9700's).....	48
NABI Low-Floor Buses:	
9800	19
9900.....	93
2000.....	96
2100.....	91
2200.....	11
3100.....	99
3200.....	1
4100.....	99
4200.....	11
5100.....	99

TOTAL NUMBER OF FULL-SIZE BUSES WITH ADVERTISING SPACES: 667

*Excludes NABI Low-Floor VIP buses (5200 & 6100 series), Flxible buses (9300-9400 series), and MCI buses (6700 series).

ADVERTISING DEVICES APPROVED FOR POSTING ON METROBUSES:

Inside Bus Advertising Device -- 11" high x 28" wide

King Size Advertising Device – 30" high x 144" wide or adjusted to fit space on vehicle

Queen Size Advertising Device – 30" high x 108" wide, 30" high x 88" wide, or adjusted to fit space on vehicle

Tailgate Advertising Device – 21" high x 72" wide or adjusted to fit space on vehicle

Full-Back Advertising Device – Applied covering the exterior full body of back of bus.

Ultra Super King Size Advertising Device – Applied covering the exterior body of bus between wheel wells, including window areas. Installed on street side of vehicle only.

4-22-08

Note: This is the First Adjustment to the Initial Agreed Upon Inventory and replaces Exhibit 1 & 2 of Contract TR03-ADV.

**EXHIBIT 5
ADJUSTED AGREED-UPON INVENTORY
INSPECTION LIST (Con't)**

Ultra King Advertising Device – Applied covering the exterior body of bus between wheel wells, **excluding** all window areas. No decal material will be installed covering a portion or all window areas. (Previously known as the King Kong Advertising Device in the Initial Agreed-Upon Inventory).

Full Bus Wrap Advertising Device – Applied advertising device covering the exterior body of vehicles and street side windows. No decal material will be installed covering the front of vehicles. No decal material will be installed covering any portion or all window areas on the curbside of the vehicle.

4-22-08

Note: This is the First Adjustment to the Initial Agreed Upon Inventory and replaces Exhibit 1 & 2 of Contract TR03-ADV.

**EXHIBIT 5
ADJUSTED AGREED-UPON INVENTORY
INSPECTION LIST (Con't)**

MINIBUS FLEET AVAILABLE FOR ADVERTISING*

NABI Optare Buses (3300)..... 56

TOTAL NUMBER OF MINIBUSES WITH ADVERTISING SPACES: 56

*Excludes NABI Optare buses (SoBe), Blue Bird buses (Trolleys), and Optima buses.

ADVERTISING DEVICES APPROVED FOR POSTING ON MINIBUSES:

Minibus Side Advertising Device – 21” high x 72” wide

King Size Advertising Device – adjusted to fit space on vehicle

Queen Size Advertising Device – adjusted to fit space on vehicle

Tailgate Advertising Device – 21” high x 72” wide or adjusted to fit space on vehicle

Full-Back Advertising Device – Applied covering the exterior full body of back of bus.

Ultra Super King Size Advertising Device – Applied covering the exterior body of bus between wheel wells, including window areas. Installed on street side of vehicle only.

Ultra King Advertising Device – Applied covering the exterior body of bus between wheel wells, excluding all window areas. No decal material will be installed covering a portion or all window areas. (Previously known as the King Kong Advertising Device in the Initial Agreed-Upon Inventory).

Full Bus Wrap Advertising Device – Applied advertising device covering the exterior body of vehicles and street side windows. No decal material will be installed covering the front of vehicles. No decal material will be installed covering any portion or all window areas on the curbside of the vehicle.

4-22-08

Note: This is the First Adjustment to the Initial Agreed Upon Inventory and replaces Exhibit 1 & 2 of Contract TR03-ADV.

**EXHIBIT 5
ADJUSTED AGREED-UPON INVENTORY
INSPECTION LIST (Con't)**

METRORAIL STATIONS AVAILABLE FOR ADVERTISING

Dadeland South
Dadeland North
South Miami
University
Douglas Road
Coconut Grove
Vizcaya
Brickell
Government Center
Historic Overtown/Lyric Theatre Station
Culmer
Civic Center
Santa Clara
Allapattah
Earlington Heights
Brownsville
Dr. Martin Luther King Jr.
Northside
Tri-Rail
Hialeah
Okeechobee
Palmetto

ADVERTISING DEVICES APPROVED FOR POSTING AT METRORAIL STATIONS:

Diorama Advertising Device – 43" high x 62" wide

Back-lighted (transparency) self-standing poster display device available in concourse area of stations except Government Center Metrorail Station.

Bench Windscreen Advertising Device -- 46" high x 60" wide, non-illuminated poster display device. Each bench structure contains six devices. The center space on both sides of bench structure is reserved for MDT. Located at platform level on each of the 22 Metrorail stations.

Wall-mounted Advertising Device – 46" high x 60" wide

Non-illuminated poster display attached to the walls on platform level on several Metrorail stations.

Clock Advertising Device – 21" high x 62" wide

Back-lighted clock with advertising space suspended from the station roof.

4-22-08

Note: This is the First Adjustment to the Initial Agreed Upon Inventory and replaces Exhibit 1 & 2 of Contract TR03-ADV.

**EXHIBIT 5
ADJUSTED AGREED-UPON INVENTORY
INSPECTION LIST (Con't)**

Station Domination – An advertising package that includes various types and quantities of devices sold as a single device and installed at a single Metrorail Station. This device requires Director's approval.

METRORAIL VEHICLES: 136 CARS

Interior Metrorail Car Advertising Device – 22" high x 21" wide
Five display devices reserved for MDT.

4-22-08

Note: This is the First Adjustment to the Initial Agreed Upon Inventory and replaces Exhibit 1 & 2 of Contract TR03-ADV.

**EXHIBIT 5
ADJUSTED AGREED-UPON INVENTORY
INSPECTION LIST (Con't)**

**SOUTH MIAMI-DADE BUSWAY
ADVERTISING KIOSK PANELS**

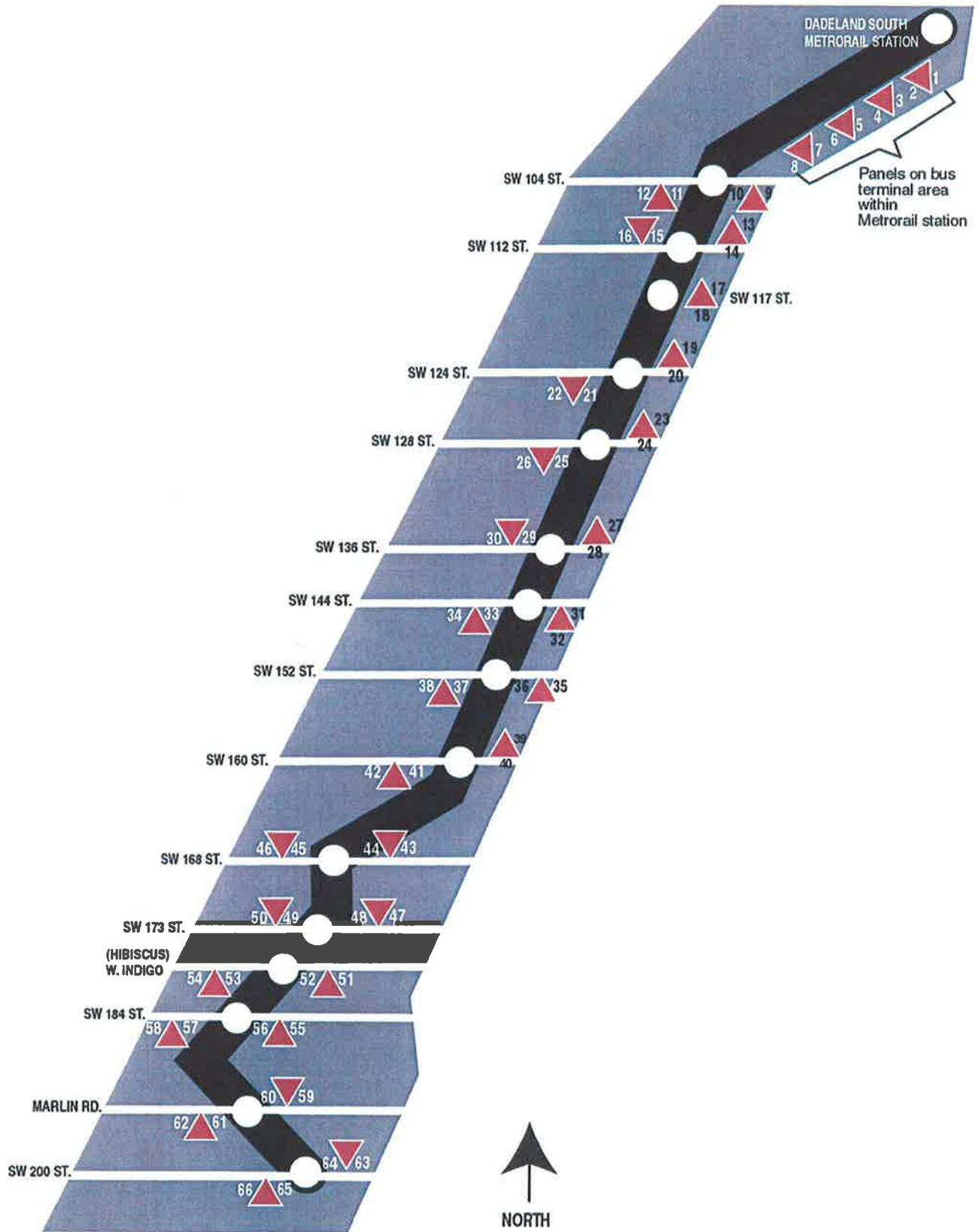
BUSWAY ADVERTISING KIOSKS	PANEL IDENTIFICATION (SEE MAP)
Dadeland South Metrorail Station (Bus Terminal) Passenger Exposure	3, 4, 6, & 8
Premium Exposure Advertising Kiosk Panels	9, 10, 13, 14, 17, 18, 19, 20, 23, 24, 27, 28, 31, 32, 35, 36, 39, & 40
Standard Exposure Advertising Kiosk Panels	11, 15, 16, 21, 25, 26, 29, 30, 33, 34, & 37
Limited Exposure Advertising Kiosk Panels	41, 42, 43, 44, 45, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, & 66

Advertising Kiosk Panel numbers 5, 7, 12, 22, 38, and 46 are reserved for Miami-Dade Transit use and are not part of the Agreed Upon Inventory.

Advertising Kiosk Panel numbers 1, 2, 47, and 48 are not available for advertising.

4-22-08

Note: This is the First Adjustment to the Initial Agreed Upon Inventory and replaces Exhibit 1 & 2 of Contract TR03-ADV.



4-22-08

Note: This is the First Adjustment to the Initial Agreed Upon Inventory and replaces Exhibit 1 & 2 of Contract TR03-ADV.

SECOND AMENDMENT TO CONTRACT TR03-ADV

BETWEEN

MIAMI-DADE COUNTY, FLORIDA

AND

CBS OUTDOOR GROUP, INC.

THIS SECOND AMENDMENT, made and entered into this 20th day of December, 2010, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY"), and CBS Outdoor Group, Inc. (f/k/a Viacom Outdoor Group, Inc.) (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

WHEREAS, by Resolution No. R-862-04 passed and adopted on July 13, 2004, the Board of County Commissioners (the BOARD) authorized Contract TR03-ADV between the above named parties for the purpose of providing advertising services for transit vehicles, Metrorail stations and South Miami-Dade Busway advertising kiosks (the "CONTRACT"); and

WHEREAS, the CONTRACTOR formerly known as Viacom Outdoor Group, Inc. is now known as CBS Outdoor Group, Inc.; and

WHEREAS, by R-1424-08, December 16, 2008, the party entered into the first amendment to Contract TR03-ADV; and

WHEREAS, the COUNTY and the CONTRACTOR agree to amend certain provisions of the CONTRACT as described below.

NOW, THEREFORE, in consideration of the premises and mutual covenants expressed herein the parties hereto agree as follows:

1. Article 4, Advertising Content, Section 4.01, third sentence shall be amended to read: "Tobacco advertising is not permitted."
2. Article 4, Advertising Content, Section 4.03, shall be amended in its entirety to read: "Noncommercial Advertising" - Advertisements consisting of noncommercial speech shall not be permitted. Exceptions to this are: (a) advertisements pertaining to candidates or issues on a public ballot in Miami-

Dade County provided that such advertisement be placed no more than six months before the election pertaining to such candidate or issue; and (b) public service announcements promoting Miami-Dade County sponsored facilities, events or activities. Advertising related to candidates on a public ballot in Miami-Dade County shall be charged consistently with applicable rate card. All copy of political advertisements shall contain a statement that reflects that it is a paid political advertisement and that such advertisements are fully paid in advance to posting.”

3. Article 4, Advertising Content, Section 4.04, shall be added to read:

“Advertising of alcoholic beverages shall be permitted with the following restrictions:

- a) To avoid overexposure, this category shall be limited to no more than 25 percent (25%) of the contract’s Agreed-Upon Inventory to include Metrobuses, Metromover and Metrorail vehicles, Metrorail stations, and the South Miami-Dade Busway advertising kiosks;
- b) Miami-Dade Transit (MDT) staff must pre-approve all ads for alcoholic beverages (refer to Section 4.01);
- c) All advertising of alcoholic beverages must include the disclaimer below as mandated by the Alcohol Beverage Labeling Act (ABLA) of 1988. Government warning disclaimer must be equal to at least 10% of the size of the ad:

“GOVERNMENT WARNING: 1) According to the Surgeon General, women should not drink alcoholic beverages during pregnancy because of the risk of birth defects. 2) Consumption of alcoholic beverages impairs your ability to drive a car or operate machinery, and may cause health problems.”

4. The CONTRACTOR will continue to make all revenue payments as specified in the current CONTRACT. The annual minimum guarantee payment shall continue to be in the amount of \$2,000,000 unless any adjustments are made as specified under amended Article 5.03.

All other terms and conditions shall remain the same.

Second Amendment to Contract TR03-ADV

CBS Outdoor Group, Inc.

Page 3

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to CONTRACT to be executed as of the date first above written.

CBS Outdoor Group, Inc.

ATTEST:

BY: David H. Posy
Assistant Secretary
David Posy

BY: Raymond Nowak
EVP, CFO & CAO
Raymond Nowak
(Seal)

ATTEST:

MIAMI-DADE COUNTY, a
political Subdivision of the State of
Florida

HARVEY RUVIN, CLERK

By Its Board of County
Commissioners

BY: Harvey Ruvins
Deputy Clerk

BY: Sheldy Jof
County Manager

Approved as to form
and legal sufficiency

Bruce Zilber

THIRD AMENDMENT TO CONTRACT TR03-ADV

BETWEEN

MIAMI-DADE COUNTY, FLORIDA

AND

CBS OUTDOOR GROUP, INC.

THIS THIRD AMENDMENT, made and entered into this 30th day of May, 2013, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY"), and CBS Outdoor Group, Inc. (f/k/a Viacom Outdoor Group, Inc.) (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

WHEREAS, by Resolution No. R-862-04 passed and adopted on July 13, 2004, the Board of County Commissioners (the BOARD) authorized Contract TR03-ADV between the above named parties for the purpose of providing advertising services for transit vehicles, Metrorail stations and South Miami-Dade Busway advertising kiosks (the "CONTRACT"); and

WHEREAS, the CONTRACTOR formerly known as Viacom Outdoor Group, Inc. is now known as CBS Outdoor Group, Inc.; and

WHEREAS, by R-1424-08, December 16, 2008, the party entered into the first amendment to Contract TR03-ADV; and

WHEREAS, by R-976-10, October 5, 2010, the party entered into the second amendment to Contract TR03-ADV; and

WHEREAS, the COUNTY and the CONTRACTOR agree to amend certain provisions of the CONTRACT as described below.

NOW, THEREFORE, in consideration of the premises and mutual covenants expressed herein the parties hereto agree as follows:

1. Article 4, Advertising Content, Section 4.03, shall be amended in its entirety to read: Political or political campaign advertising shall not be allowed.

All other terms and conditions shall remain the same.

Third Amendment to Contract TR03-ADV

CBS Outdoor Group, Inc.

Page 2

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to CONTRACT to be executed as of the date first above written.

CBS Outdoor Group, Inc.

ATTEST:

BY: *Paul H. Loy*
Assistant Secretary

BY: *[Signature]*
Executive Vice President

(Seal)

ATTEST:

MIAMI-DADE COUNTY, a
political Subdivision of the State of
Florida

HARVEY RUVIN, CLERK

By Its Board of County
Commissioners

BY: *[Signature]*
Deputy Clerk

BY: *[Signature]*
Mayor

Approved as to form
and legal sufficiency

Bruce Zilhaber



MIAMI DADE TRANSIT

MIAMI DADE TRANSIT
 MARKETING & COMMUNICATION DIVISION
 LEHMAN CENTER, 2ND FLOOR
 6601 NW 72ND AVENUE
 MIAMI, FL 33166

ACCOUNTING OF BILLINGS & GUARANTEE PAYMENTS
FOR CONTRACT PERIOD 9/01/09 TO 8/31/2010

MONTH	NET BILLINGS		TOTAL BILLINGS	60% NET BILLINGS DUE	GUARANTEE DUE	EXCESS- (DEFICIT)
	RAIL #637	BUSES #749				
SEPTEMBER 2009	14,194.50	257,850.60	272,045.10	163,227.06	166,666.7	(3,439.61)
OCTOBER 2009	8,815.50	232,679.70	241,495.20	144,897.12	166,666.7	(21,769.55)
NOVEMBER 2009	5,900.00	292,732.10	298,632.10	179,179.26	166,666.7	12,512.59
DECEMBER 2009	21,380.00	361,714.90	383,094.90	229,856.94	166,666.7	63,190.24
JANUARY 2010	1,930.00	192,065.35	193,995.35	116,397.21	166,666.7	(50,269.49)
FEBRUARY 2010	25,860.00	320,230.77	346,090.77	207,654.46	166,666.7	40,987.79
MARCH 2010	11,070.00	370,834.25	381,904.25	229,142.55	166,666.7	62,475.88
APRIL 2010	28,928.17	279,300.77	308,228.94	184,937.36	166,666.7	18,270.66
MAY 2010	17,014.67	359,807.44	376,822.11	226,093.27	166,666.7	59,426.57
JUNE 2010	18,921.67	278,196.36	297,118.03	178,270.82	166,666.7	11,604.12
JULY 2010	5,994.48	274,396.77	280,391.25	168,234.75	166,666.7	1,568.05
AUGUST 2010	14,036.40	332,396.39	346,432.79	207,859.67	166,666.7	41,193.01
	<u>174,045.39</u>	<u>3,552,205.40</u>	<u>3,726,250.79</u>	<u>2,235,750.47</u>	<u>2,000,000.2</u>	<u>235,750.26</u>

805080-32961/749-637
 CYE 8/31/2010

Monthly Minimum Guarantee per the amendment is \$166,6

MIAMI DADE TRANSIT
 MARKETING & COMMUNICATION DIVISION
 LEHMAN CENTER, 2ND FLOOR
 6601 NW 72ND AVENUE
 MIAMI, FL 33166



MIAMI DADE TRANSIT

ACCOUNTING OF BILLINGS & GUARANTEE PAYMENTS
FOR CONTRACT PERIOD 9/01/10 TO 8/31/2011

MONTH	NET BILLINGS		TOTAL BILLINGS	60% NET BILLINGS DUE	GUARANTEE DUE	EXCESS-(DEFICIT)
	RAIL #637	BUSES #749				
SEPTEMBER 2010	10,525.00	231,718.40	242,243.40	145,346.04	166,666.7	(21,320.63)
OCTOBER 2010	13,935.00	296,109.66	310,044.66	186,026.80	166,666.7	19,360.13
NOVEMBER 2010	9,660.00	424,589.18	434,249.18	260,549.51	166,666.7	93,882.84
DECEMBER 2010	4,660.00	277,360.71	282,020.71	169,212.43	166,666.7	2,545.76
JANUARY 2011	14,205.00	443,978.28	458,183.28	274,909.97	166,666.7	108,243.30
FEBRUARY 2011	12,945.00	322,305.25	335,250.25	201,150.15	166,666.7	34,483.48
MARCH 2011	5,535.00	375,021.01	380,556.01	228,333.61	166,666.7	61,666.94
APRIL 2011	15,343.80	256,596.33	271,940.13	163,164.08	166,666.7	(3,502.59)
MAY 2011	20,584.40	385,327.91	405,912.31	243,547.39	166,666.7	76,880.72
JUNE 2011	13,389.90	431,768.79	445,158.69	267,095.21	166,666.7	100,428.54
JULY 2011	64,829.90	365,844.40	430,674.30	258,404.58	166,666.7	91,737.91
AUGUST 2011	127,119.30	549,280.72	676,400.02	405,840.01	166,666.7	239,173.34
	<u>312,732.30</u>	<u>4,359,900.64</u>	<u>4,672,632.94</u>	<u>2,803,579.76</u>	<u>2,000,000.0</u>	<u>803,579.72</u>

805080-32961/749-637
 CYE 8/31/2011

Monthly Minimum Guarantee per the amendment is \$166,666.67



MIAMI DADE TRANSIT

ACCOUNTING OF BILLINGS & GUARANTEE PAYMENTS
FOR CONTRACT PERIOD 9/01/11 TO 8/31/2012

MIAMI DADE TRANSIT
 MARKETING & COMMUNICATION DIVISION
 LEHMAN CENTER, 2ND FLOOR
 6601 NW 72ND AVENUE
 MIAMI, FL 33166

MONTH	NET BILLINGS			TOTAL BILLINGS	60% NET BILLINGS DUE	GUARANTEE DUE	EXCESS- (DEFICIT)
	RAIL #637	BOSES #749	RAIL # M26				
SEPTEMBER 2011	231,349.90	498,229.17		729,579.07	437,747.44	166,666.7	271,080.77
OCTOBER 2011	180,943.21	649,291.84		830,235.05	498,141.03	166,666.7	331,474.36
NOVEMBER 2011	9,995.45	420,644.87		430,640.32	258,384.19	166,666.7	91,717.52
DECEMBER 2011	58,867.95	250,512.22		309,380.17	185,628.10	166,666.7	18,961.43
JANUARY 2012	80,498.30	254,042.61	1,000.00	335,540.91	201,324.55	166,666.7	34,657.88
FEBRUARY 2012	37,006.80	289,162.87	1,000.00	327,169.67	196,301.80	166,666.7	29,635.13
MARCH 2012	14,020.30	493,973.51	29,000.00	536,993.81	322,196.29	166,666.7	155,529.62
APRIL 2012	9,125.40	371,830.50	1,000.00	381,955.90	229,173.54	166,666.7	62,506.87
MAY 2012	34,047.50	347,069.67	2,789.00	383,906.17	230,343.70	166,666.7	63,677.03
JUNE 2012	32,969.60	385,024.92	40,929.00	458,923.52	275,354.11	166,666.7	108,687.44
JULY 2012	45,427.53	455,266.44	45,590.77	546,284.74	327,770.84	166,666.7	161,104.17
AUGUST 2012	13,343.47	360,983.08	22,190.77	396,517.32	237,910.39	166,666.7	71,243.72
	<u>747,595.41</u>	<u>4,776,031.70</u>	<u>143,499.54</u>	<u>5,667,126.65</u>	<u>3,400,275.99</u>	<u>2,000,000.0</u>	<u>1,400,275.95</u>

805080-32961/749-637
 CYE 8/31/2011

Monthly Minimum Guarantee per the amendment is \$166,666.

MIAMI DADE TRANSIT
 MARKETING & COMMUNICATION DIVISION
 LEHMAN CENTER, 2ND FLOOR
 6601 NW 72ND AVENUE
 MIAMI, FL 33166



MIAMI DADE TRANSIT

ACCOUNTING OF BILLINGS & GUARANTEE PAYMENTS
 FOR CONTRACT PERIOD 9/01/12 TO 8/31/2013

MONTH	NET BILLINGS			TOTAL BILLINGS	60% NET BILLINGS DUE	GUARANTEE DUE	EXCESS- (DEFICIT)
	RAIL #637	BUSES #749	RAIL # M26				
SEPTEMBER 2012	30,916.32	474,006.23	99,957.44	604,879.99	362,927.99	166,666.7	196,261.32
OCTOBER 2012	41,162.32	619,089.84	63,851.44	724,103.60	434,462.16	166,666.7	267,795.49
NOVEMBER 2012	28,224.93	542,021.82	36,952.69	607,199.44	364,319.66	166,666.7	197,652.99
DECEMBER 2012	15,912.62	439,580.23	25,900.77	481,393.62	288,836.17	166,666.7	122,169.50
JANUARY 2013	25,940.00	352,956.02	13,900.77	392,796.79	235,678.07	166,666.7	69,011.40
FEBRUARY 2013	27,307.97	338,921.41	43,900.77	410,130.15	246,078.09	166,666.7	79,411.42
MARCH 2013	15,844.36	361,141.55	18,900.77	395,886.68	237,532.01	166,666.7	70,865.34
APRIL 2013	13,270.36	565,319.69	95,000.00	673,590.05	404,154.03	166,666.7	237,487.36
MAY 2013	25,907.79	378,727.29	47,802.50	452,437.58	271,462.55	166,666.7	104,795.88
JUNE 2013	4,315.36	365,001.29	24,052.50	393,369.15	236,021.49	166,666.7	69,354.82
JULY 2013	18,135.72	551,988.65	76,552.50	646,676.87	388,006.12	166,666.7	221,339.45
AUGUST 2013	13,257.86	495,574.31	60,500.00	569,332.17	341,599.30	166,666.7	174,932.63
<hr/>							
	260,195.61	5,484,328.33	607,272.15	6,351,796.09	3,811,077.65	2,000,000.0	1,811,077.61

805080-32961/749-637
 CYE 8/31/2011

Monthly Minimum Guarantee per the amendment is \$166,666.6



MIAMI DADE TRANSIT

MIAMI DADE TRANSIT
 MARKETING & COMMUNICATION DIVISION
 LEHMAN CENTER, 2ND FLOOR
 6601 NW 72ND AVENUE
 MIAMI, FL 33166

ACCOUNTING OF BILLINGS & GUARANTEE PAYMENTS
FOR CONTRACT PERIOD 9/01/13 TO 8/31/2014

MONTH	NET BILLINGS			TOTAL BILLINGS	60% NET BILLINGS DUE	GUARANTEE DUE	EXCESS- (DEFICIT)
	RAIL #637	BUSES #749	RAIL # M26				
SEPTEMBER 2013	11,202.86	576,656.95	25,000.00	612,859.81	367,715.89	166,666.7	201,049.22
OCTOBER 2013	9,892.86	552,845.90	0.00	562,738.76	337,643.26	166,666.7	170,976.59
NOVEMBER 2013	13,515.86	445,530.35	20,000.00	479,046.21	287,427.73	166,666.7	120,761.06
DECEMBER 2013	9,094.86	508,415.55	92,400.00	569,910.41	341,946.25	166,666.7	175,279.58
JANUARY 2014	27,762.86	410,164.16	16,642.62	454,569.64	272,741.78	166,666.7	106,075.11
FEBRUARY 2014	3,948.00	406,655.96	16,642.62	427,246.58	256,347.95	166,666.7	89,681.28
MARCH 2014				0.00	0.00	166,666.7	(166,666.67)
APRIL 2014				0.00	0.00		0.00
MAY 2014				0.00	0.00		0.00
JUNE 2014				0.00	0.00		0.00
JULY 2014				0.00	0.00		0.00
AUGUST 2014				0.00	0.00		0.00
	75,417.30	2,900,268.87	130,685.24	3,106,371.41	1,863,822.85	1,166,666.7	697,156.16

805080-32961/749-637

Monthly Minimum Guarantee per the amendment is \$166,666.7

BUS FACTS AT A GLANCE: VEHICLE DESCRIPTION

ACTIVE FULL SIZE FLEET

YEAR	BUS TYPE	DESCRIPTION	# OF VEHICLES	SEATING CAPACITY	STANDING LOAD	LENGTH	WIDTH	GVWR	HEIGHT	DIESEL FUEL CAPACITY (GALS)	TURNING RADIUS	WHEEL BASE	LUGGAGE RACKS	AVG. UNIT COST
1999	NABI 9900	LOW FLOOR - 2 DOORS	86	38	23	40' 7"	102"	40,600	125"	125	44'	274.6"	N/A	\$292,580
2000	NABI 2000	LOW FLOOR - 2 DOORS	94	38	23	40' 7"	102"	40,600	125"	125	44'	274.6"	N/A	\$292,580
2002	NABI 02100	LOW FLOOR - 2 DOORS	110	38	23	40' 7"	102"	40,600	125"	125	44'	274.6"	5	\$275,000
2003	NABI 03100	LOW FLOOR - 2 DOORS	100	38	31	40' 7"	102"	42,000	125"	125	44'	274.6"	48	\$275,000
2004	NABI 04100	LOW FLOOR - 2 DOORS	110	38	31	40' 7"	102"	42,000	125"	125	44'	274.6"	N/A	\$292,292
2005	NABI 05100	LOW FLOOR - 2 DOORS	108	38	31	40' 7"	102"	42,000	125"	125	44'	274.6"	N/A	\$309,207
2006	NABI 06100	LOW FLOOR - 2 DOORS	76	38	31	40' 7"	102"	42,000	125"	125	44'	274.6"	N/A	\$309,207
2006	MCI 06700 OTR	STD FLOOR - 1 DOOR	12	55	N/A	45' 6.25"	102"	48,000	136.92"	192	46' 6"	318"	12	\$495,245
2009	NABI 09100	LOW FLOOR - 2 DOORS	13	38	39	41' 3.6"	102"	42,540	135"	125	44'	275"	N/A	\$548,212
2010	Gillig 10100	LOW FLOOR - 2 DOORS	5	38	21	41' 8.65"	102"	39,600	131.48"	120	43' 9"	279"	N/A	\$619,689

TOTAL FULL SIZE FLEET 714

ACTIVE ARTICULATED FLEET

YEAR	BUS TYPE	DESCRIPTION	# OF VEHICLES	SEATING CAPACITY	STANDING LOAD	LENGTH	WIDTH	GVWR	HEIGHT	DIESEL FUEL CAPACITY (GALS)	TURNING RADIUS	WHEEL BASE	LUGGAGE RACKS	AVG. UNIT COST
2009	NEWFL 09500	LOW FLOOR - 2 DOORS	25	60	40	62' 9.5"	102"	64,150	136.72"	145	43' 8"	28.5/302.	N/A	\$830,560

ARTICULATED BUS FLEET 25

ACTIVE MINI SIZE FLEET

YEAR	BUS TYPE	DESCRIPTION	# OF VEHICLES	SEATING CAPACITY	STANDING LOAD	LENGTH	WIDTH	GVWR	HEIGHT	DIESEL FUEL CAPACITY (GALS)	TURNING RADIUS	WHEEL BASE	LUGGAGE RACKS	AVG. UNIT COST
2007	Optima Opus32	LOW FLOOR - 1 DOOR	75	26	22	31' 11"	99.2"	31,500	127.33"	110	33' 6"	162.5"	N/A	\$289,999
2011	Gillig 12300	LOW FLOOR - 1 DOOR	3	25	13	31' 9"	102"	30,000	122"	75	29' 3"	162.5"	N/A	\$399,757

TOTAL MINI SIZE FLEET 78

TOTAL ACTIVE FLEET 817

CONTINGENCY FLEET

YEAR	BUS TYPE	DESCRIPTION	# OF VEHICLES	SEATING CAPACITY	STANDING LOAD	LENGTH	WIDTH	GVWR	HEIGHT	DIESEL FUEL CAPACITY (GALS)	TURNING RADIUS	WHEEL BASE	LUGGAGE RACKS	AVG. UNIT COST
1998	NABI 9800	STD FLOOR - 2 DOORS	4	42	31	40' 6.6"	102"	40,600	126.6"	125	43'	263.8"	N/A	\$246,995

CONTINGENCY FLEET 4

TOTAL FLEET 821

BUS FACTS AT A GLANCE:

YEAR	BUS TYPE	QUANTITY			TOTAL
		CENTRAL	CORAL WAY	NORTH EAST	
1999	NABI 9900	23	26	37	86
2000	NABI 2000	33	32	29	94
2002	NABI 2002	29	38	43	110
2003	NABI 2003	36	35	29	100
2004	NABI 2004	32	37	41	110
2005	NABI 2005	36	35	37	108
2006	NABI 2006	23	21	32	76
2006	MCI 6700	0	12	0	12
2009	NABI 2010 (HYBRID)	13	0	0	13
2010	Gillig (HYBRID)	5	0	0	5
	<i>SUBTOTAL LARGE BUS</i>	<u>230</u>	<u>236</u>	<u>248</u>	<u>714</u>
2009	NEW FLYER 2010	0	9	16	25
	<i>SUBTOTAL ARTICULATED BUS</i>	<u>0</u>	<u>9</u>	<u>16</u>	<u>25</u>
2007	Optima 2007	47	28	0	75
2011	Gillig 2011	2	1	0	3
	<i>SUBTOTAL MINIBUS</i>	<u>49</u>	<u>29</u>	<u>0</u>	<u>78</u>
		<u>279</u>	<u>274</u>	<u>264</u>	<u>817</u>

*Active Fleet Only



miamidade.gov

INTERNAL SERVICES
111 NW 1ST Street • Suite 1300
Miami, Florida 33128
T 305-375-5289 F 305 375-2316

ADDENDUM No. 4

DATE: April 22, 2014
TO: ALL PROSPECTIVE PROPOSERS
SUBJECT: Advertising Services for Transit Vehicles, Metrorail Stations and the South Miami-Dade Busway
RFP No. 00039

NEW PROPOSAL DUE DATE: April 25, 2014 (the time remains the same as stated in the RFP).

This addendum becomes a part of the subject RFP No. 00039.

The following question was posed to County:

Q1. I had a question about the Lobbyist Registration form. How are we supposed to submit the form online if it needs to be notarized? Do we just attach the signed document to the proposal when we upload it to bid sync?

A1. Please upload a PDF copy of your notarized Lobbyist Registration Form, and send the original notarized Lobbyist Registration Form by mail to my attention at the following address.

SPCC Building
111 NW 1st Street - Suite 1300
Miami, Florida 33128-1974
Attn: Allan M Garcia

All other information remains the same.

Miami-Dade County

Allan M Garcia

Procurement Contract Associate

cc: Clerk of the Board
Bruce Libhaber, Assistant County Attorney

