

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

<input checked="" type="checkbox"/> <u>New contract</u>	<input type="checkbox"/> <u>OTR</u>	<input type="checkbox"/> <u>CO</u>	<input type="checkbox"/> <u>SS</u>	<input type="checkbox"/> <u>BW</u>	<input type="checkbox"/> <u>Emergency</u>	Previous Contract/Project No:
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<input type="checkbox"/> <u>Re-Bid</u>	<input type="checkbox"/> <u>Other</u>
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LIVING WAGE APPLIES: ___ YES ___x___ NO

Requisition/Project No: EPPRFP-WOPR00460-02

TERM OF CONTRACT: 3 years with 0 one year options-to-renew

Requisition/Project Title: HAND SANITIZERS DISPLAYS MARKETING PROGRAM

Description: In January 2017, Miami-Dade County (County), established an Asset Marketing and Advertising Services (AMAS) Pool (Pool) of pre-qualified firms to develop and special innovative marketing and advertising projects with County owned products/assets to generate non-revenue opportunities for the County. The purpose of this Work Order Proposal Request (WOPR) is to select a firm from the Pool to develop and implement the Hand Sanitizer Displays Marketing Program

User Department(s): OMB
 Issuing Department: ISD
 Estimated Cost: \$250,000

Contact Person: Caroline Burgos Phone: 305-375-2037
 Funding Source: REVENUE GENERATING

ANALYSIS

Commodity/Service No:	SIC:			
Trade/Commodity/Service Opportunities				
<div style="border: 1px solid black; padding: 5px; margin: 5px auto; width: 80%;"> Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here if this is a New Contract/Purchase with no Previous History </div>				
<table border="0" style="width: 100%;"> <tr> <td align="center" style="width: 33%;"><u>EXISTING</u></td> <td align="center" style="width: 33%;"><u>2ND YEAR</u></td> <td align="center" style="width: 33%;"><u>3RD YEAR</u></td> </tr> </table>		<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>		
Contractor:				
Small Business Enterprise:				
Contract Value:				
Comments:				
Continued on another page (s): ___ Yes ___ No				

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

Signed: Caroline Burgos

Date to DBD: March 29, 2018

Date Returned to DPM: _____

**ASSET MARKETING AND ADVERTISING SERVICES (AMAS) POOL
WORK ORDER PROPOSAL REQUEST EPPWOPR No. 00462-02
ISSUED THROUGH THE EXPEDITED PURCHASING PROGRAM (EPP)**

HAND SANITIZER DISPLAYS MARKETING PROGRAM

(For Pool Members Eligible in the AMAS Pool)

Issued by the Internal Services Department, Procurement Management Division
FOR
Miami-Dade Office of Management and Budget (OMB)

**PROPOSALS ARE DUE BY E-MAIL NO LATER THAN
TO THE COUNTY CONTACT FOR THIS SOLICITATION:**

Caroline Burgos, Procurement Contracting Officer

Telephone: (305) 375-2037

E-mail: Caroline.Burgos@miamidade.gov

GENERAL INFORMATION

Electronic proposal responses to this WOPR 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).

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.

ISD hereby gives notice to the members of the County's Asset Marketing and Advertising Services (AMAS) Pool of this WOPR. Only Pool members eligible to participate in the AMAS Pool may submit a proposal. Any proposals from non-members will not be considered. The selected Proposer's Pool contract, combined with this WOPR, the selected Proposer's response and an executed Work Order, will constitute the binding contractual agreement. Any changes to this WOPR will be made by addendum and sent to eligible Pool members. This WOPR is being solicited through the Expedited Purchasing Program (EPP).

EXPEDITED PURCHASING PROGRAM (EPP)

Pursuant to Ordinance 07-49, the County has created a pilot program for expedited purchasing, subject to terms and conditions as outlined in Section 2-8.1.6 of the Code of Miami-Dade County. The program shall be referred to as the EPP. Due to the expedited nature of County projects issued under the EPP, participating vendors should anticipate a shortened solicitation timeline for responding. Technical, professional and legal staff may be used to determine best value as set forth in the solicitation documents without the need to utilize the formal Selection Committee process established by the County. The County Mayor's or designee's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and terminate the Cone of Silence. Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this ordinance during its effective term.

1. **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, RFQs, and WOPRs 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 Services Section, the responsible Procurement 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 and oral presentations before selection committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; 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, RFQ, or WOPR 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, RFQ, or WOPR 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.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

2. **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. 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 non-responsive. 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.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. 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.



As further detailed in the Proposal Submittal Form, 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."

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.

3. ASPIRATIONAL POLICY REGARDING DIVERSITY

Pursuant to Resolution No. R-1106-15 Miami-Dade County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

4. 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:

- a) The term "Advertiser" shall mean the business, person, or other entity listed on an Insertion Order /Advertising Agreement and/or Advertising Contract.
- b) The term "Advertising Contract" to mean any contract between an Advertiser and the Contractor for the display of advertising for the Hand Sanitizer Displays Marketing Program.
- b) 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, EPPRFP-WOPR00462-02, and all associated addenda, and the Contractor's Proposal.
- c) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean _____ and its permitted successors.
- e) The word "Days" to mean Calendar Days.
- f) 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 and approval pursuant to the terms of this Agreement.
- g) 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.
- h) 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.
- i) The words "Gross Receipts" to mean all monies billed by the Contractor for the sale of advertising for the Hand Sanitizer Displays Marketing Program, regardless of the amount actually collected by the Contractor. Income, property and possessory interest



and bad debt losses paid by Contractor shall not be deducted from Gross Receipts.

- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- k) 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.
- l) 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.

5. SCOPE OF SERVICES

The Scope of Services is provided as Attachment 1. The selected Proposer shall adhere to all other requirements, as applicable, stated in Pool No. RTQ-00462. In addition to those terms and conditions contained with Pool No. RTQ-00462, the following shall apply:

6. INDEMNIFICATION AND INSURANCE REQUIREMENTS

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 Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. 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. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by 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.

The Contractor shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, 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 Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **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.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

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

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 Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128**

7. SUBMITTAL REQUIREMENTS

In response to this WOPR, provide the completed Proposal Submittal (Attachment 2), and Revenue Model (Attachment 3).

8. ANTICIPATED SCHEDULE

The anticipated schedule for this WOPR is as follows:

Solicitation Issued:	April 16, 2018
Deadline for Receipt of Questions:	April 22, 2018
Proposal Due Date:	See front cover for date, time and place.
Evaluation Process:	May 2018
Projected Award Date:	June 2018

9. EVALUATION CRITERIA

Responsive/Responsible proposals will be evaluated and ranked using the criteria below: **(Max. 100 points.)**

- | | |
|--|----------------|
| 1. Proposer's and subcontractor's relevant experience and past performance in related projects | 20 pts. |
| 2. Proposer's technical project approach, including work plan and proposed deliverables | 20 pts. |
| 3. Proposed revenue model | 60 pts. |

Note: The County reserves the right to negotiate the final terms, conditions and revenue model of the WOPR as may be in the best interest of the County.

10. ORAL PRESENTATIONS

Upon completion of the evaluation of the criteria indicated above, rating and ranking, the Review Team may choose to conduct oral presentations with the Pool Member(s) which the Review Team warrants further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Should your proposal be selected for oral presentations, an Affidavit of Lobbyist Registration for Oral Presentations will be required. Upon completion of the oral presentation(s), the Review Team will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

11. WORK ORDER AWARD

The County may award a Work Order without any negotiations. The Review Team will evaluate, score and rank proposals, and submit the results of their evaluation with their recommendation to the County Mayor or his designee. In his sole discretion, the County Mayor or his designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request Best and Final Offers. Should negotiations fail with the highest ranked Proposer, the next highest ranking Proposer may be selected to enter into negotiations with the County, and so forth. All Pool members proposing will be notified in writing when the County Mayor or designee makes an award recommendation. The Work Order 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 to make the award and which proposal is in the best interest of the County shall be final.

12. 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.

13. PATENT AND COPYRIGHT INDEMNIFICATION

The selected Proposer(s) 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. The selected Proposer(s) 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. The selected Proposer(s) 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 selected Proposer(s) 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. 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 selected Proposer(s) 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). The selected Proposer(s) 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 selected Proposer(s) shall enter into agreements with all suppliers and subcontractors at the selected Proposer(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.

14. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

The selected Proposer(s) 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 selected Proposer(s) 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 selected Proposer(s) for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the selected Proposer(s). The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the selected Proposer(s) prior to authorizing work and as needed. Notwithstanding any other provision of this Agreement, selected Proposer(s) 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 selected Proposer(s), constitute a violation of any law or regulation to which selected Proposer(s) is subject, including but not limited to laws and regulations requiring that selected Proposer(s) conduct its operations in a safe and sound manner.

15. NONDISCRIMINATION

During the performance of this Work Order, the selected Proposer(s) 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, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, 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 Work Order, the selected Proposer(s) 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.

16. ATTACHMENTS

- Attachment 1 – Scope of Services
- Attachment 2 – Proposer Information Section*
- Attachment 3 – Revenue Proposal Schedule*
- Draft Form of Agreement

*Note – The Proposer Information Section and Price Proposal Schedule have been posted to BidSync in the form of fillable Microsoft Word documents.

ATTACHMENT 1 - SCOPE OF SERVICES

1. Background Information

In January 2017, Miami-Dade County (County), established an Asset Marketing and Advertising Services (AMAS) Pool (Pool) of pre-qualified firms to develop and special innovative marketing and advertising projects with County owned products/assets to generate non-revenue opportunities for the County. The purpose of this Work Order Proposal Request (WOPR) is to select a firm from the Pool to develop and implement the Hand Sanitizer Displays Marketing Program.

A list of the select public venues and proposed number of units is provided for consideration. These locations may include, but not be limited to County owned and operated properties such as:

Venue	Estimated Units
Miami-Dade Internal Services Department	10 – 20
Miami-Dade Public Libraries	40 – 50
Miami Dade Parks, Recreation and Open Spaces	15 – 20
SeaPort Miami	30 – 50
Miami Dade Transportation and Public Works Department	80 – 90
Estimated Total Number of Units	175 – 230

Additional public properties/venues (such as Miami International Airport) could be added in the future at the discretion and approval of the County.

The County will award one (1) contract. Proposers in the Pool may submit collaborative proposals given that the full Scope of Services is addressed and met within the proposal.

2. Project Objective

The objective of the Hand Sanitizer Displays Marketing Program is to provide a free public health and safety amenity available to all patrons of various County owned and operated venues (at no cost to the County) and to implement the program through revenue sharing.

3. Required Services and Deliverables

The services as set forth below are to be used as a general guide and are not intended to be a complete list of all functions necessary to operate a successful, efficient and professional Hand Sanitizer Displays Marketing Program. The services will also include, but not be limited to: actively selling advertising/sponsorship for content to be placed on advertisement displays to generate revenues; and installing, maintaining and replenishing hand sanitizer units throughout the term of the contract.

I. Site Planning:

The selected Proposer shall:

- Conduct at their sole costs and effort, any and all preliminary site research, regulatory review, and field visits necessary to assess project viability and marketability.
- Adhere to all applicable Federal, State, and local ordinances pertaining to the placement of hand sanitizer structures in both interior and/or outdoor locations on County properties.
- Participate in an in-person project planning meeting with the County’s Project Manager and County department staff to mutually agree upon the prospective marketing and sales kit prior to any sales being allowed.
- Provide the County’s Project Manager with copies of any and all Advertising Contracts for display units on all County properties.

II. Management:

The selected Proposer shall:

- Appoint a single point of contact as the contractor's project manager or lead individual to represent and act on behalf of the Proposer in all matters pertaining to the management of the project. Said lead individual should be readily available to timely respond to project-related concerns raised by the County at any time.
- Bear the cost of managing all aspects of the Hand Sanitizer Displays Marketing Program including the installation, maintenance, and replacement or repairing of any and all physical components of the equipment that are damaged due to normal wear-and-tear, weather-related incidents, acts of vandalism and/or accidents.
- Bear the costs for handling all sales and marketing solicitations to secure sponsorship of the units and offer co-branding opportunities to select County departments at no cost to the County.

III. Installation & Removals:

The County will provide reasonable and sufficient access to the displays at various select and pre-approved County venues for the Contractor to change graphics and cartridges within the advertising displays and to take photographs of the advertising displays.

Additionally, certain requirements will apply relative to specific facilities that will include, but not be limited to: obtaining required IDs, adhering to Transit Security Protocols, etc. Performance of services will be subject to supervision by the County.

IV. Advertising Standards:

The selected Proposer shall adhere to generally accepted principles of advertising in relation to truth in advertising. All advertisements shall be commercial in nature, promoting a product or service. All advertising materials, creative content, and manner of presentation shall be subject to approval by the County prior to installation. Additionally, the County reserves the right to disapprove any advertising at any time which is deemed detrimental to the image, aims, purposes, goals, and reputation of Miami-Dade County or promotes products and/or activities that violate state or Federal law and including any content on displays that may be in direct competition or conflict at a select location. The selected Proposer shall ensure that advertisements comply with County policy and guidelines before submitting for approval.

The following are guidelines to be adhered to:

- a) No advertising shall contain material that is immoral, lascivious, or obscene as defined in Section 847.001 Florida Statutes.
- b) No advertising shall be for businesses engaged in any activity that requires the exclusion of minors pursuant to Chapter 847, Florida Statutes.
- c) Tobacco advertising or electronic cigarette advertising shall not be allowed.
- d) Political or political campaign advertising shall not be allowed.
- e) Advertising of alcoholic beverages, as defined by Section 561.01, Florida Statutes, shall be permitted with the following restrictions:
 - a. County Project Manager must approve all ads for alcoholic beverages;

- b. All advertising for alcoholic beverages on County transportation properties must include the disclaimer below as mandated by the Alcoholic 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.

V. Advertising Contracts

All Advertising Contracts are subject to written approval of the Project Manager. The County reserves the right to require the selected Proposer to make any adjustments deemed necessary to improve the quality of service rendered in connection with the solicitation of advertising and advertising materials. The County shall have the sole discretionary authority to prohibit any particular Advertiser, advertisement, advertising display or design.

A fully executed copy of each Advertising Contract shall be submitted to the Project Manager for prior written approval at least 10 (ten) working days prior to the effective date of the contract.

Each contract shall include the following:

- Name, address, phone number of Advertiser;
- Commencement date and termination date of Advertising Contract
- Number of displays and respective locations
- Rate per month per advertising display
- Any other miscellaneous charges related to the contract; and
- Attached to the contract shall be a sketch, photograph, or model of the proposed advertising display in sufficient detail so that the County may determine content, character, size of the proposed advertising display.

4. Work Order Term

The term of the Work Order shall be effective for a period of three (3) years.

5. Revenue and Time Of Payment

The selected Proposer shall pay the County a minimum guaranteed monthly fee and a percentage of monthly gross receipts at times specified below for each public venue as identified in Appendix B - Price Schedule. Fees shall be paid in advance, without billing, on the 1st day of each month.

The parties further acknowledge and agree that commencing on the date the contract becomes effective, selected Proposer shall be entitled to deduct from the Monthly Percentage of Gross Receipts to be paid to County for each month during the term of the Contract, an amount equal to the minimum guaranteed monthly fee for gross advertising sales generated in each applicable County Venue. The difference between the monthly fee and the monthly percent of gross receipts shall be remitted to the County via electronic payment (ACH/wire) with the County providing the appropriate financial routing information.

ATTACHMENT 2 – PROPOSAL INFORMATION SECTION**Proposer's and Subcontractor's Experience and Past Performance**

1. Describe the Proposer's past performance and experience that qualifies Proposer to perform the services as specified in Attachment 1 – Scope of Services.
[Click here to enter text.](#)
2. Describe Proposer's relevant revenue generating experience with similar projects, within the past five years, including project outcomes for the clients serviced. Provide engagement summaries for at least two (2) similar projects completed by the Proposer and accepted by the client. The description should identify the following items for each project if applicable:
 - a. Client
 - b. Description of work
 - c. Total dollar value of the contract
 - d. Dates covering the term of the contract
 - e. Client contact person and phone number
 - f. Statement of whether Proposer was the prime contractor or subcontractor
 - g. Status of the contract[Click here to enter text.](#)
3. List all contracts which the Proposer has performed for Miami-Dade County and/or its municipalities. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, 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 following items for each project:
 - a. Name of the County department which administers or administered the contract
 - b. Description of work
 - c. Total dollar value of the contract
 - d. Dates covering the term of the contract
 - e. County contact person and phone number
 - f. Statement of whether Proposer was the prime contractor or subcontractor
 - g. Results of the project[Click here to enter text.](#)
4. Provide information concerning any prior or pending litigation, either civil or criminal, in which the Proposer, any of its employees or subcontractors is/or has been involved, within the last three (3) years, which may affect the performance of the services to be rendered herein.
[Click here to enter text.](#)
5. If applicable, identify subcontractor(s) to be utilized on this project and describe subcontractor(s) relevant experience with similar projects.
[Click here to enter text.](#)

Key Personnel Experience/Background

6. Identify the lead individual to be assigned to this project. Address relevant experience that qualifies the key personnel to perform the services as specified in Attachment 1 – Scope of Services. Include the following:
 - Contact name, telephone number, and email address for each example cited[Click here to enter text.](#)
7. Identify the Proposer's key personnel and those of the subcontractors or sub-consultants. [Click here to enter text.](#)



8. Describe Proposer’s assurance that the key personnel described in its proposal shall be available to perform the services described, and that the Proposer has sufficient reserve personnel to adequately perform the services in the event of illness, accident, or other unforeseeable events of a similar nature. Describe Proposer’s approach to ensure the availability of personnel at all times, including Proposer’s contingency plan, if any.

[Click here to enter text.](#)

Note: After proposal submission, but prior to the award of any contract issued as a result of this WOPR, the selected Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal. Do not submit originals of licenses, certificates, etc.

Technical Approach

9. Describe Proposer’s recommended approach and work plan to efficiently and effectively perform the services described in Attachment 1 – Scope of Services. Describe how Proposer has applied the proposed project approach in comparable contracts.

[Click here to enter text.](#)

10. Provide full descriptions of all proposed hand sanitizer display units to be used for this project, including but not limited to,; model/style; size dimensions and specifications; safety requirements; operational requirements; etc.

[Click here to enter text.](#)

11. Provide sample media kit that will be used to promote and market the public hand sanitizer program to prospective advertisers/sponsors.

12. Describe Maintenance and Repair plan to be implemented to maintain public hand sanitizer program countywide, including any special accommodations and security issues.

11. Identify if Proposer has taken any exceptions to the terms and conditions outlined in the Draft Form of Agreement. If so, indicate what alternative is being offered.

[Click here to enter text.](#)



**FORM 1 – REVENUE PROPOSAL SCHEDULE
GROUP 1 – GENERAL PUBLIC GARAGE**

The Proposer’s proposed revenue shall be submitted on this Form 1 “Revenue Proposal Schedule”, and in the manner stated herein. Proposer is requested to fill in the applicable blanks on this form.

The selected Proposer shall propose to pay a guaranteed monthly fixed fee to the County and/or a percentage of gross revenues.

Guaranteed Monthly Fees

Guaranteed Monthly Fees listed below shall be received by the County from the selected Proposer on or before the first day of the month, without billing.

Venue	Estimated Units	Guaranteed Monthly Fee Per Unit
Miami-Dade Internal Services Department	10 – 20	\$
Miami-Dade Public Libraries	40 – 50	\$
Miami Dade Parks, Recreation and Open Spaces	15 – 20	\$
SeaPort Miami	30 – 50	\$
Miami Dade Transportation and Public Works Department	80 – 90	\$

Monthly Percentage of Gross Receipts

Monthly Percentage of Gross Receipts listed below shall be received by the County from the selected Proposer on or before the tenth day of the month following the month in which revenues were received, without billing.

Venue	Estimated Units	Monthly Percentage of Gross Receipts Per Unit
Miami-Dade Internal Services Department	10 – 20	%
Miami-Dade Public Libraries	40 – 50	%
Miami Dade Parks, Recreation and Open Spaces	15 – 20	%
SeaPort Miami	30 – 50	%
Miami Dade Transportation and Public Works Department	80 – 90	%