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| <input checked="" type="checkbox"/> <u>New</u> | <input type="checkbox"/> <u>OTR</u> | <input type="checkbox"/> <u>Sole Source</u> | <input type="checkbox"/> <u>Bid Waiver</u> | <input type="checkbox"/> <u>Emergency</u> | Previous Contract/Project No. |
| | | | | | RFP540 |
| <input type="checkbox"/> <u>Contract</u> | | | | | |
| <input type="checkbox"/> <u>Re-Bid</u> | <input type="checkbox"/> <u>Other – Access of Other Entity Contract</u> | LIVING WAGE APPLIES: <input type="checkbox"/> YES <input type="checkbox"/> NO | | | |
| Requisition No./Project No.: FB-01098 | | TERM OF CONTRACT | 5 | YEAR(S) WITH | 3 |
| | | YEAR(S) OTR | | | |

| | |
|---------------------|--|
| <u>Description:</u> | <p>Contract to clean, maintain, repair, and relocate the existing inventory of advertising bus benches located in unincorporated Miami-Dade County. No County cost contract via advertising revenue generated by the Contractor.</p> |
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ANALYSIS

Rev. 050418

SECTION 2 SPECIAL TERMS AND CONDITIONS

2.1. Purpose

Miami-Dade County, hereinafter referred to as “the County”, as represented by the Department of Transportation and Public Works (DTPW), is soliciting bids to establish a contract to manage the Bus Passenger Bench Program (Program). The Awarded Bidder must be able to provide for the ongoing cleaning, maintaining, repairing and relocating of the existing inventory of advertising bus benches located in unincorporated Miami-Dade County. Trash receptacles shall be installed in all bus stops where a bus bench is or will be installed and they shall be serviced accordingly. DTPW is also looking to significantly expand the bus bench Program through the installation of hundreds of new bus benches at those bus stops in unincorporated Miami-Dade County where benches currently do not exist, or where the County's existing bus shelter models do not fit in the public right of way.

2.2. Term of Contract

The County anticipates awarding a contract for a five (5) year period, with one (1), three (3)-year Option to Renew, at the County's sole discretion. This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Blanket Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The contract shall expire on the last day of the fifth (5th) year.

2.3. Bid Requirements

The Bidder, as hereby defined as the respondent to the ITB and its subcontractor(s)/subconsultant(s), must verify it meets the minimum requirements stated below by submitting with their bid response, required information/documents:

A. The Bidder shall have performed similar services under no less than a minimum of three (3) public entity contracts. On company letterhead, provide a description of at least three (3) bus passenger bench contracts, which the Bidder has either ongoing or completed within the past five (5) years (similar in scope of services as requested herein). The three contracts provided should, at least, collectively cover (a) designing bus benches, (b) manufacturing and installing bus benches, (c) maintenance of bus benches, and (d) selling advertising on bus benches with revenue payments to the client.

List and describe those projects performed for public entity clients or similar size private entities (excluding any work performed for the County). The description should, at a minimum, identify for each contract, as applicable:

1. Client, contact person, title, and phone number.
2. Contract number and/or title.
3. Name of both the transit entity and/ or municipality and country where work was/ is being performed
4. Total revenue value of the contract to the client (projected for ongoing contracts and actual for completed contracts).
5. Dates covering the term of the contract.
6. State whether Bidder was the prime contractor or subcontractor.
7. Description of work, including, but not be limited to:
8. Average timeframe for design, manufacturing and installation of bus passenger benches.
9. Brief description of the maintenance services provided.
10. Average number of advertising customers per month.
11. Bidder's average gross advertising revenue per bench per month.
12. The results of the project.

B. On company letterhead, provide:

1. The names and addresses of all first tier subcontractors/subconsultants. Describe the extent of work to be performed by each first tier subcontractor, their relevant experience on previous similar projects, qualifications, and other vital information.

2. The Bidder shall have key personnel assigned to this project who are experienced and qualified to perform the scope of work. Provide the names of all key personnel of the Bidder and describe the relevant experience on previous similar projects, qualifications, and other vital information.

C. Bidder must submit with its bid the manufacturer's standard information sheets, catalogues, brochures and all supporting documentation to show the product (bench) meets or exceeds the required specifications. Standard product literature submitted that offer technical data or product descriptions indicating the item or product bid does not meet the required specifications must be accompanied by a letter, on the Bidder's company stationary, identifying those differences and describing how compliance with the required specifications is to be accomplished.

Note: Photographs, picture, and other graphic illustrations that are part of standard product literature will not be used in determining product compliance with these specifications.

D. The Bidder shall be financially solvent to perform the service described in this solicitation, financial capacity will be demonstrated by the Bidder by submitting the following documents:

1. Such documentation may include the Bidder's most recent certified business financial statements as of a date not earlier than the end of the Bidder's preceding official tax accounting period with a statement, in writing signed by a duly authorized representative, stating that the present financial conditions are 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 statements. If certified financial statements are not available, provide latest available financial statements (balance sheet and income statement) and letters of credit available from accredited financial institutions accompanied by a letter authoring each credit reference to respond to inquiries from the County. Any other relevant documentation may also be included. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

2. 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. See Attachment C "Sample Pro Forma".

2.4. Method of Award

Award of this contract will be made to the responsive and responsible bidder who submits the highest offer for payments to the County, in accordance with the amounts recorded by the Bidder on the Bid Submittal Form, Attachment B. Note, all forms included in Appendix A shall be completed, including other forms attached to this bid document.

2.5. Payments to the County

A. The Awarded Bidder shall engage in activities specifically related to the selling of advertising on all existing bus benches and on all new bus benches that the Awarded Bidder installs. The Awarded Bidder shall sell advertising on the bus benches that produces the greatest amount of revenue for the County. Using proceeds from advertising revenue, the Awarded Bidder shall provide all of the services in the Scope of Services.

B. The Bidder shall record its Annual Guaranteed Payment (AGP) to the County as listed on the Bid Submittal Form, Attachment B, including any Contract extension, if authorized by the County. The AGP amounts shall remain firm and fixed for the duration of the contract term, as it may be extended via the elected Option to Renew. Payments shall be made to the County, commencing from the date of Contract Award to the termination date of the Contract.

C. The AGP shall be payable quarterly to the County and paid to the Finance Director no later than the 10th working day from April 1st, July 1st, October 1st, and January 1st, regardless of the effective date of this Agreement. If payment is not made

by the date specified herein, the payment shall be deemed late. Payment shall be for all amounts due to the County for the preceding quarter and shall be based on the compensation schedule set forth above.

- D. Awarded Bidder shall keep and maintain accurate records of all revenue Awarded Bidder collects from the sale or lease of advertisements or advertising space at the bus benches authorized under this Agreement, in accordance with Paragraph 3.8 "Reports".
- E. Late payments shall be subject to a five percent (5%) penalty and accrue interest at the rate of one and one-half percent 1½% interest per month. Arrears in excess of ninety (90) days shall be grounds for termination of this Contract and removal of advertising materials from the benches by the County.
- F. Awarded Bidder assumes the responsibility to maintain advertising at a level not below seventy percent (70%) of the total number of benches, as determined by the County's Project Manager in his sole discretion which shall be the level at which minimum revenue shall be calculated.
- G. For any breach of the requirements of this Agreement, the County may impose an assessment in the amount of fifty dollars (\$50.00) per day, per display.

2.6. Performance and Payment Bond

- A. Prior to commencing construction, Awarded Bidder shall obtain and deliver to the County, at its sole cost and expense, both a payment bond and performance bond, or such other alternate form of security, any or all of which meets the requirements of Section 255.05, Florida Statutes, as set forth below, not less than ten (10) business days prior to the anticipated commencement date of the construction. Said payment and performance bonds shall be in favor of the County, the form of such bonds shall be as provided by Section 255.05, Florida Statutes, and each shall be in the amount of the entire cost of the construction of the Project, or any addition thereto, or in instances of repair, the total cost associated with the repair project regardless of the source of funding. The cost of construction shall equal XXXX. The Payment and Performance Bonds shall name the County as an obligee on the multiple obligee rider attached to the Payment and Performance Bonds, and shall be issued by a surety insurer authorized to do business in the State of Florida. The bonds shall be subject to review and approval by Miami-Dade County, Internal Services Department, Risk Management Division, as well as the Miami-Dade Department of Transportation and Public Works. The Awarded Bidder shall be responsible for recording the bonds in the public records of Miami-Dade County and providing notice to subcontractors and suppliers, as required by Section 255.05 of the Florida Statutes. Said Payment and Performance Bonds shall be maintained in full force and effect for the duration of construction. See Attachment F "Form of Payment and Performance Bonds".
- B. Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of a company listed in this circular is mandatory. Free copies of the circular may be obtained by writing directly to: U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, SW, 2nd Floor, West Wing, Washington, D.C. 20226.
- C. Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond(s) shall be prior to the issuance of the Notice to Proceed. The County may negotiate the amount of the bond(s) depending on the stage of the Project.
- D. Failure by the Selected Proposer and its subcontractors to obtain the required Performance and Payment bonds within the time specified, or within such extended period as the County may grant based upon reasons determined adequate by the

County, shall be deemed an event of default, and the contract, and any other ancillary agreement and/or documentation related to the contract shall be subject to termination at the sole discretion of the County.

- E. Bonds shall be in place for the duration of the construction work, terminating upon completion and County acceptance of the construction work.

2.7. Irrevocable Letter of Credit

- A. An Irrevocable Letter of Credit (LOC) will be accepted as a substitution of security for the performance of work, in lieu of providing Payment and Performance Bonds. The Awarded Bidder shall, within ten (10) business days after contract award and before the County issues the Notice to Proceed, provide to the County a LOC in the amount of 100% of the estimated value of construction, which is equal to XXXX. The LOC shall be accessible such that the County may, at its convenience, withdraw funds from the LOC in the event the Awarded Bidder fails to execute its payment and performance obligations in a timely manner. The LOC shall be refreshed within five (5) days if drawdowns are made by the County, such that the amount of the LOC is continual at the amount equal to 100% of the cost of construction. The LOC shall remain in full force for the contract term that terminates upon the Final Acceptance of construction, as the term may be extended by the County. On the first anniversary of the effective date and each anniversary date thereafter contained in the Notice to Proceed, the Awarded Bidder may cause the amount of the LOC to decrease to reflect 100% of the outstanding amount for construction.
- B. The LOC shall be in an acceptable form to the County, and shall be executed by a financial institution acceptable to the County, authorized to issue surety LOC's in the State of Florida. Provisions of the LOC shall not limit, in any way, any liability of the Awarded Bidder to the County. 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.
- C. The Letter of Credit shall be in place for the duration of the construction work, terminating upon completion and County acceptance of the construction work.

2.8. Living Wages

Proposers are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County, (Code) as amended by Ordinance [Governing Legislation], will apply to this contract, pursuant to this solicitation. By submitting a bid or executing a contract pursuant to these specifications, the Proposer is hereby agreeing to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained online at www.miamidade.gov. See Attachment E "Living Wage Supplement".

SECTION 3 SCOPE OF WORK

3.1. Scope of Work

- A. There are approximately 3,260 bus stops in unincorporated Miami-Dade County (the County); approximately 1,430 of these bus stops have a bus passenger bench and approximately 1,035 of these bus stops have a bus passenger shelter, leaving a balance of approximately 795 bus stops having no such passenger amenity. These bus stops are listed in Exhibit A, Bus Stop Passenger Amenities in Unincorporated Miami-Dade County.
- B. The designs of the County's existing bus benches are a full size model and a slim size model, as specified in Exhibit B, Existing Bus Bench Designs. Required Components and Required Methodology for Installation. The bus bench designs were approved by the County in 2014.
- C. Municipalities in the County may access the resultant contract in accordance with Section 2-10.1 of the Code of Miami-Dade County. It is understood that the County is not a legally binding party to any contractual agreement made between any other municipality and the Awarded Bidder as a result of this solicitation.
- D. The Awarded Bidder shall pay for all costs required to perform Services specified in Section 2.0, Scope of Work.
- E. The Awarded Bidder shall provide all Services specified in Section 2.0, Scope of Work for all existing bus benches and for all new bus benches added to the Program.

3.2. Objective

The objective of this solicitation is to establish a contract with an Awarded Bidder to manage the Program to provide the following Services:

- 1. Cleaning, maintaining and repairing the existing County-owned bus passenger benches and trash receptacles located in unincorporated Miami-Dade County to ensure that the benches and receptacles are in a safe and repaired condition at all times with an attractive appearance.
- 2. Generation of revenue for the County by selling advertising at the bus passenger benches.
- 3. Expanding the Program by manufacturing, installing and maintaining new bus passenger benches and trash receptacles at bus stop locations where bus benches and bus shelters currently do not exist.

3.3. Bus Bench and Trash Receptacle Maintenance

3.3.1. Maintenance Standards

- A. The Awarded Bidder shall maintain all existing bus passenger benches and trash receptacles, as listed in Exhibit A, Bus Stop Passenger Amenities in Unincorporated Miami-Dade County, and all new bus benches installed by the Awarded Bidder as part of this Contract, in a clean and repaired state at all times with an attractive appearance, and repair all damaged, missing or non-operational bus benches within 48 hours of their discovery by the Awarded Bidder, or after receipt of such bus bench maintenance concerns from the County or the public.
- B. The area surrounding each bus bench and trash receptacle shall be kept free of graffiti, overflowing trash, litter and debris, and other rubbish, and overgrown grass and/or weeds, for a radius of ten (10) feet from the outer edge of the bus bench at all times. The Awarded Bidder shall empty the trash receptacles and pick up debris on a regular basis so as to prevent the trash receptacles from overflowing, and cut the grass and trim weeds as necessary to comply with the maintenance provision herein. The Awarded Bidder shall remove such graffiti, trim overgrown grass, remove overflowing trash within 24 hours of its discovery by the Awarded Bidder, or after receipt of such graffiti concerns from the County or the public.

- C. The Awarded Bidder shall replace any rusted bus bench seat, rusted bus bench seat handle, or rusted advertising frame on the bus bench within 48 hours of its discovery by the Awarded Bidder, or after receipt of such bus bench maintenance concerns from the County or the public.
- D. The Awarded Bidder shall ensure that every bus bench has a County-specified trash receptacle, as specified in Exhibit C, County Required Bus Bench Trash Receptacle.
- E. The Awarded Bidder shall ensure that only the Awarded Bidder's name and contact information is posted on each bus bench in a manner that will not cause damage to the bench upon removal.
- F. The Awarded Bidder shall be responsible to obtain all necessary approvals and permits and for fees as required by the County and any other agencies to install new bus benches in the public right of way, and to maintain each bus bench site.
- G. The Awarded Bidder hereby agrees that the County may collect funds, or deduct from any monies owed, as detailed in Exhibit D, Failure to Perform/ Liquidated Damages for failure to perform required bus bench maintenance for the County according to the timeframe as set forth in Section 2.3, Bus Bench and Trash Receptacle Maintenance; Subsection 2.3.1, Maintenance Standards.

3.3.2. Repair of Damaged or Vandalized Bus Benches and Trash Receptacles

The Awarded Bidder shall:

- 1. Repair any vandalized or damaged bus benches and trash receptacles; remove graffiti at bus benches and on trash receptacles within 48 hours of its discovery by the Awarded Bidder, or after receipt of notice of such vandalism or damage from the County or the public.
- 2. Remove/ reinstall damaged bus benches and trash receptacles which cannot be repaired on-site within 48 hours.
 - a. The Awarded Bidder shall reinstall repaired bus benches and trash receptacles within five (5) days of their removal.
 - b. Reinstalled bus benches and trash receptacles shall comply with all requirements for bus bench installation and trash receptacle standards.
 - c. The Awarded Bidder shall obtain all approvals and permits and be responsible for fees as required by the County and any other governmental agencies to properly remove/ reinstall bus shelters.
 - d. The Awarded Bidder shall be responsible for the lawful removal of the bus bench and any associated disposal fees of destroyed bench components.
- 3. Repair bus bench damages that are hazardous (posing danger to the public), and replace damaged or missing trash receptacles within 24 hours of discovery by Awarded Bidder or upon notice from the County or the public.
- 4. Provide a written report to the County's Project Manager of bus benches that have been subject to repeated vandalism.
- 5. Obtain all approvals and permits and be responsible for fees as required by the County and any other agencies that are necessary to repair/ replace bus benches.
- 6. The Awarded Bidder hereby agrees that the County may collect funds as detailed in Exhibit D, Failure to Perform/ Liquidated Damages, or deduct from any monies owed, for failure to perform required bus bench repairs for the County according to the timeframe as set forth in Section 2.3, Bus Bench Maintenance; Subsection 2.3.2, Repair of Damaged or Vandalized Bus Benches and Trash Receptacles.

3.3.3. Phone Number

- A. The Awarded Bidder shall provide a toll-free phone number available 24 hours a day, seven (7) days a week to receive customer service calls from the public and the County related to the Program. The phone number shall be displayed on each bench in letters large enough to be easily visible by pedestrians from 10 feet away in a manner that will not cause damage upon removal.
- B. The Awarded Bidder shall have a phone system/answering service for incoming calls to never get a busy signal. Questions, requests, and complaints received by the County from the public will be transferred to the Awarded Bidder's toll-free phone number for attention.
- C. In addition, the Awarded Bidder shall have a representative authorized to make decisions on behalf of the Awarded Bidder available at all times to answer or immediately return calls from the County or the public regarding emergency and urgent situations, during and after business hours.

3.3.4. District Identification Number

The County will issue each bus bench a separate distinct identification number corresponding to the bus stop district location, as specified in Chapter 21, Article XII of the Code, and the County's designated inventory number. The Awarded Bidder shall post the distinct identification number on each bus bench in a manner that will not cause damage upon removal.

3.3.5. Bus Bench Components and Parts

The Awarded Bidder shall ensure the availability of bus bench components/ spare parts to make expedient repairs of damaged bus benches for the term of the resultant contract. The components for the existing bus bench design models are provided in Exhibit B, Existing Bus Bench Designs. Required Components and Required Methodology for Installation.

3.3.6. Painting of Existing Bus Bench Concrete Legs

- A. The Awarded Bidder shall frequently inspect and re-paint the concrete legs of the bus benches and match precisely the same dark gray color of the bench legs in the event that the legs get permanently smudged or dirty and cannot be properly cleaned off.
- B. The painting service shall be performed in accordance with the paint manufacturer's instructions and include, but not be limited to:
 - 1. Surface preparation before painting for proper application of paint. Not painting over dirt, rust, scale, grease, moisture, decals, or conditions otherwise detrimental to the formation of durable paint film.
 - 2. Removal and subsequent replacement of all existing bus bench surface decals.
 - 3. The careful masking-off of the sidewalk concrete or pavement to prevent paint from inadvertently being splashed or painted on.
- C. The Awarded Bidder shall take necessary precautions and provide barricades for the bus bench at all times while painting services are being performed to ensure the protection of persons and property.

3.3.7. Trash Receptacles at Bus Benches

- A. The Awarded Bidder shall ensure that the County-approved trash receptacles are installed at every bus bench location, as specified in Exhibit C, County Required Bus Bench Trash Receptacle, at their expense. The Awarded Bidder shall reinstall missing trash receptacles within 5 business days of its discovery by the Awarded Bidder, or after receipt of such trash receptacle concerns from the County or from the public.

- B. The Awarded Bidder shall install trash receptacles having a minimum capacity of 20 gallons and be constructed of metal mesh that allows the contents of the trash receptacle to be readily seen from the street. Trash receptacles must be securely fastened to the bus passenger bench, bus stop sign post or pavement or ground and must be located within three (3) feet of the outer edge of the bus bench. Trash receptacles must not interfere with seated passengers, inhibit access to the bus bench or bus stop site, obscure the visibility or inhibit the movement of passengers, bicyclists or motorists. The County must approve the design and method of attachment or anchoring of the trash receptacles. Freestanding trash receptacles not attached to the bus bench or bus stop sign post will require a separate permit.
- C. The Awarded Bidder hereby agrees that the County may collect funds, or deduct from any monies owed, as detailed in Exhibit I, Failure to Perform/ Liquidated Damages for failure to install and replace missing or damaged trash receptacles for the County according to the timeframe as set forth in Section 2.3, Bus Bench Maintenance; Subsection 2.3.7, Trash Receptacles at Bus Benches.

3.3.8. Failure to Maintain

In the event the Awarded Bidder fails to perform/provide services as specified herein, the County may take necessary actions to have the work performed. The County will deduct the costs incurred by the County from the Contingency Fund, as specified in Attachment A, Article 41. The County is not liable for any damages in connection therewith. In the event of force majeure, the County will work closely with the Awarded Bidder to coordinate and prioritize maintenance and repair activities.

3.4. **Bus Bench Placement Restrictions/ ADA Requirements for Bus Bench Installations**

The Awarded Bidder shall adhere to the following significant restrictions on the placement of bus benches, will include, but are not limited to, the following:

- A. Bus benches may not be placed at bus stops where bus passenger shelters are installed or proposed to be installed. New bus benches may be installed at bus stop locations where no benches currently exist, as detailed in Exhibits D, E, and F, and as planned by the County. Bus benches may be installed at locations where bus shelters are located, or are planned to be installed, only upon express, written authorization from the County. Such authorization, if issued, will also specify the exact location of a bench relative to the bus shelter. The County also reserves the right to rescind such authorization at any time upon written notification to the Awarded Bidder. Further, the Awarded Bidder shall be required to remove bus benches when and where new bus shelters are installed or planned to be installed. Benches must be removed within the time specified by the County Project Manager.

If, at any time, the Awarded Bidder fails to remove a bench within the period of time specified by the County's Project Manager in written notification, the County shall remove the bench and deduct \$500.00 from the Contingency Fund with written notice to the Awarded Bidder.

- B. Bus benches are prohibited on roadway medians.
- C. In accordance with the Florida Green Book, bus benches should be located outside the clear recovery area of the roadway which is determined by the design speed of the road. On streets with curb and gutter the minimum clearance must be maintained from the edge of the roadway is four (4) feet.
- D. A bus bench may not obstruct any sidewalk, pedestrian path, vehicular access to a driveway, drainage structure (ditches), etc.
- E. Bus benches must be located entirely within the public right of way, and may not cantilever over or encroach onto private property unless easements are obtained from the property owner(s). The back of the bus benches must be flush to the back edge of the sidewalk.
- F. All new bus bench installations installed by the Awarded Bidder at the County bus stops shall comply with the provisions as set forth in the Americans with Disabilities Act (ADA) covering the requirements for new bus bench installations at bus stops. The Awarded Bidder shall provide for the ADA-required wheelchair accessibility clearance in front of any new bus benches

installed by them, and construct the ADA-required concrete wheelchair landing pad immediately adjacent the new bus bench unit to provide for the proper alighting of wheelchair-bound customers from the bus to the bus stop site, at their expense.

- G. Bus benches may not be located within fifteen (15) feet of a fire hydrant, or within two (2) feet of a bicycle path.
- H. All bus benches shall be anchored in such manner that would not permit them to be readily moved by unauthorized persons. Methods used to secure bus benches located on the ground or on grass and for benches located on paved surfaces must be effective and reliable. Anchors must be designed so as to break away at ground level upon impact from a vehicle. The County must approve method(s) of anchoring bus benches as proposed by the Awarded Bidder.
- I. No more than one (1) bus bench may be placed at bus stops in residential areas without the express, written consent of the County's Project Manager. Such consent will be considered on a case-by-case basis.
- J. Bus Benches must be installed at those bus stops listed in Exhibits D, E and F, where no bus benches or bus shelters currently exist, as determined by the County at its sole discretion, unless it can be demonstrated that the bus stops cannot accommodate a bus bench without violating federal, state, or local regulations. Those bus stops where bus bench installations are mandatory may change from time to time.

3.5. **Advertising**

The Awarded Bidder shall engage in activities specifically related to the selling of advertising on all existing bus benches and on all new bus benches that the Awarded Bidder installs. The Awarded Bidder shall sell advertising on the bus benches that produces the greatest amount of revenue for the County.

3.5.1 Advertising Standards

- A. The Awarded Bidder shall provide, install and maintain high quality, expertly designed commercial advertising displays on bus benches designated by the County. The Awarded Bidder 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 Awarded Bidder is required to submit the advertisement to the DTPW Director, or County's Project Manager, for review and approval prior to installation.
- B. The Awarded Bidder is required to remove non-complaint bus shelter advertisement panels, as detailed below, within 48 hours after receipt of official notice from the DTPW Director or the County's Project Manager.
- C. In addition, the Awarded Bidder shall comply with the following:
 - 1. No advertising shall contain the words "STOP", "LOOK", "DRIVE IN", "DANGER", "ANGER" or any other word, symbol, or displays designed to distract vehicular traffic.
 - 2. No advertising shall contain material that is immoral, lascivious, or obscene as defined in Section 847.001 Florida Statutes.
 - 3. No advertising shall be for businesses engaged in any activity that requires the exclusion of minors pursuant to Chapter 847, Florida Statutes.
 - 4. Tobacco advertising or electronic cigarette advertising shall not be allowed.
 - 5. Political or political campaign advertising shall not be allowed.
 - 6. Advertising of alcoholic beverages, as defined by Section 561.01, Florida Statutes, shall be permitted with the following restrictions:

- a. No advertising for alcoholic beverages shall be within one-quarter mile of any type of public or private school including pre-schools, elementary schools, middle schools high schools, colleges and universities;
- b. No advertising for alcoholic beverages shall be within one-quarter mile of houses of worship, including churches, synagogues, temples, and mosques;
- c. No advertising for alcoholic beverages shall be within one-quarter mile of Hospitals or addiction treatment centers;
- d. The County's Project Manager must approve of all ads for alcoholic beverages;
- e. Alcoholic beverages shall be defined as distilled spirits and any beverage containing 0.5 percent or more alcohol by volume. The percentage of alcohol by volume shall be determined in accordance with S.561.01, Florida Statutes.
- f. All advertising for alcoholic **beverages** 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.

- g. No advertising shall contain libelous material or material detrimental to the operation or goals of the County. All advertising materials, advertisements and manner of presentation shall be subject to approval by DTPW, which may disapprove any such items at its sole absolute discretion. The Awarded Bidder shall immediately remove from bus passenger bench(es), at its sole cost and expense, upon written demand, any item which is disapproved by DTPW within the time frame specified in the written demand. Any item previously approved, which may subsequently be considered objectionable by DTPW shall likewise be removed. In the event that such disapproved matter is not removed within the time period specified in the written demand, DTPW may cause said material or device to be removed and all costs and expenses will be deducted from the Contingency Fund. Miami-Dade County (MDC) shall not be liable for any damages in connection therewith. Refusal or failure by the Awarded Bidder to remove said material shall be considered a default of this Contract. Such default may be considered as waived by the corrective action on the part of MDC.
- h. All advertising materials, advertisement content and manner of presentation shall be subject to approval by the DTPW Director prior to installation, which may disapprove any such items at its sole discretion. The DTPW 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 DTPW. The Awarded Bidder shall remove, 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 DTPW Director shall likewise be removed. If DTPW Director requires the removal of previously approved advertisements, Awarded Bidder shall be entitled to reasonable production costs incurred. Awarded Bidder 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 DTPW Director may cause said material to be removed, and the Awarded Bidder shall pay all related costs and expenses. The County shall not be liable for any damages in connection therewith. Refusal by the Awarded Bidder 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 Awarded Bidder.
- i. The Awarded Bidder 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 Awarded Bidder is required to submit the advertisement to the DTPW Director for review and approval prior to installation.

- j. The Awarded Bidder 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.

3.5.2 Advertising Removal

- A. Notwithstanding the provisions of Section 2.4.1, approval by the County of advertising materials, advertisements, and manner of presentation is not required.
- B. The County's Project Manager will require the Awarded Bidder to remove any advertising that fails to comply with Section 2.4.1. The Awarded Bidder shall remove advertising, and any other likewise advertising from the bus bench(s) within 48 hours upon issuance of a written requirement from the County's Project Manager to remove said advertising.
- C. In the event the Awarded Bidder fails to remove the advertising as specified herein, the County may take necessary actions to remove the advertisement. The County will deduct the costs incurred by the County from the Contingency Fund, as specified in Attachment A, Article 41. The County is not liable for any damages in connection therewith.
- D. In the event the County determines that an advertisement that was previously required to be removed is later advertised again or not removed, the Awarded Bidder hereby agrees that the County may collect funds as detailed in Exhibit D, Failure to Perform/ Liquidated Damages, where such advertising is discovered by the County and not removed within the timeframe as set forth in Section 2.4, Advertising; subsection 2.4.2, Advertising Removal. In accordance with the provisions of Section 2.4.2.C, the County will take necessary actions to remove the advertisement and deduct the costs incurred from the Contingency Fund, or deduct from any monies owed.

3.5.3 Advertising Displays

Advertising displays may not be back-lit and may not exceed 48 inches from the ground.

3.6. County Self-Promotional Space

3.6.1 County Public Service Announcements

- A. From time to time, the County will have a need to advertise public service announcements promoting County sponsored facilities, events, or activities. The Awarded Bidder shall provide the County with exclusive access to, at minimum, 3% of the bus benches for County self-promotional announcements. The Awarded Bidder shall avail itself to the County's Project Manager upon request as the County decides the best strategy for self-promotional announcements. The County will determine the location of bus benches for self-promotional announcements in consideration of the impact to advertising revenue to the County.
- B. The County may allow, via written consent, the Awarded Bidder to sell advertising, within stipulations and on a case-by-case basis, on the bus benches provided for County self-promotional announcements.
- C. The County will provide the finished artwork for County self-promotional announcement bus bench posters to the Awarded Bidder for final production, printing and installation by the County's deadline for installation.
- D. The Awarded Bidder shall pay for the printing cost for the County's self-promotional announcement posters, and install, maintain and remove these posters at the Awarded Bidder's expense.

3.6.2 Additional Current Design Bus Benches Manufacture and Install

- A. The Awarded Bidder shall furnish and install current design full size bus benches, slim size bus benches, and trash receptacles at all bus stops located in unincorporated Miami-Dade County where permitting allows their installations, and where bus benches/ trash receptacles and bus shelters currently do not exist, at the Awarded Bidder's expense.

- B. The Awarded Bidder shall within 90 business days apply for all required approvals and permits, and be responsible for all fees as required by the County or other agencies for the installation of the additional bus benches in unincorporated Miami-Dade County as required by the County, for any instance;
- C. The Awarded Bidder shall within 30 business days begin the manufacture and installation of the permitted bus benches and trash receptacles, as authorized by the County's Public Works Permitting Division for installation, at their expense, and as specified in Exhibits B and C.
- D. The County will conduct an inspection of the manufactured bus bench and trash receptacle components within ten (10) business days of receipt of a written notice of fabrication by the Awarded Bidder. The County will provide written notice to the Awarded Bidder, within 48 hours of the inspection, identifying the acceptance of the bus bench components, as manufactured for the County or of required changes/clarification required for the acceptance of the manufactured bus bench and receptacle components. The Awarded Bidder shall retain sole and exclusive ownership of the components for each manufactured bus bench and trash receptacle unit until the manufactured bus benches and receptacles are installed and accepted by the County.
- E. The Awarded Bidder shall warehouse manufactured bus benches and trash receptacles and install the bus benches and receptacles as directed by the County's Project Manager. The Awarded Bidder shall be responsible for the bus bench and receptacle units while warehoused, in transit, and prior to any installation, and shall be responsible for any loss or damage up to the end of installation and the closing of the open building permit by the County for construction of the bus bench.
- F. The additional bus benches and trash receptacles as installed by the Awarded Bidder at the County's bus stops during this Contract shall become the sole property of Miami-Dade County at the conclusion or termination of this Contract.
- G. The Awarded Bidder hereby agrees that the County may collect funds, or deduct from any monies owed, as detailed in Exhibit D, Failure to Perform/ Liquidated Damages, for failure to perform the required additional bus bench installations for the County according to the timeframe as set forth in Section 2.7, New Bus Bench Design, Manufacture and Install/ Additional Bus Benches Manufacture and Install; Subsection 2.7.2, Additional Current Design Bus Benches Manufacture and Install.

3.7. Existing Bus Bench Removals and Reinstallations

- A. In the event a bus stop having a bus bench is eliminated or removed due to impending roadway construction projects, discontinuance of a bus route, actions or requirements of other agencies, or for any other reason, the County will require, via written notification, that the Awarded Bidder shall remove the affected bus bench and trash receptacle at their own expense. The County may also require that the Awarded Bidder remove a bus bench if it is subject to repeated vandalism. Removal of a bus bench shall include removal of the bus bench's foundation and the proper refinishing of the concrete sidewalk to eliminate any foundation holes caused by the bench removal.
- B. The Awarded Bidder shall properly remove the bus bench and trash receptacle within five (5) business days from issuance of the County's written request, unless additional time is specified by the County's Project Manager. The Awarded Bidder shall be responsible for the lawful removal and delivery of the bus bench components to the Awarded Bidder's storage facility or to a Miami-Dade County facility, as specified in the County's written notice.
- C. The Awarded Bidder shall install the bus bench and trash receptacle within 45 business days from issuance of the County's written notice, unless the timeframe is modified by the County's Project Manager.
- D. The Awarded Bidder shall obtain all approvals and permits and be responsible for fees as required by the County and any other agencies, for any instance, to properly reinstall the bus bench and trash receptacle once roadway construction is completed and the affected bus stop is returned to service.
- E. In the event the Awarded Bidder fails to remove or reinstall a bus bench and trash receptacle as specified herein, the County may take necessary actions to remove or reinstall the bus bench and receptacle. The County will then deduct the costs incurred by the County from the Contingency Fund, as specified in Attachment A, Article 41.

3.8. **Reports**

3.8.1 Program Records

The Awarded Bidder shall maintain all books of accounts and records of gross revenues, hereinafter referred to as Records, customarily used in this type of advertising program. Records shall be in conformity with generally accepted accounting principles, and records shall be kept at all times within the geographical boundaries of Miami-Dade County. The Records shall be kept by the Awarded Bidder for a period as specified in Attachment A, Article 17, unless otherwise required by the County. The Miami-Dade County Audit and Management Services Department, 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 the resultant contract, without cost and limitation as to time or frequency. All information obtained by the County or its authorized representatives from the Awarded Bidder's books and records will be kept confidential by the County and all such representatives, except in connection with the requirements of Florida Public Records Act.

3.8.2 Audited Financial Report

- A. Within 90 days from a one-year period from the effective date for the resultant contract, and for each one-year period thereafter, and within 30 days following termination of the resultant contract the Awarded Bidder shall provide to the County's Project Manager an annual audited financial report.
- B. The audited financial report shall, at minimum, consist of the Awarded Bidder's schedule of gross amount received from advertising, by calendar quarters, to fund its operations under the resultant contract.
- C. The audited financial report shall also consist of any other such related data as the County may request related to the resultant contract.
- D. The report shall be prepared in conformance with the United States Generally Accepted Accounting Principles requirements for reports. The report shall contain an opinion of accuracy, prepared and attested to by an independent certified public accountant licensed in the state of Florida.

3.8.3 Billings and Collections Report

- A. The Awarded Bidder shall provide the County's Project Manager, on or before the 20th calendar day of each month, a report of gross billings, net billings, and all collections for the previous month for advertising activities. This report shall be in the format prescribed by the County and affirmed by the Awarded Bidder certifying the accuracy of such billings and collections.
- B. At a minimum, the billings and collections report shall contain the following information:
 - 1. Monthly gross sales and billings of advertising space sold, itemized per bus bench
 - 2. Advertising agency commissions paid, if applicable
 - 3. Monthly rate sheet for bus bench advertising
 - 4. Number of bus bench advertising space sold
 - 5. Number of monthly trade contracts, if applicable
 - 6. Year-to-date information for all of the above items

- C. Upon request from the County's Project Manager, the Awarded Bidder shall provide all active customer contracts.

3.8.4 Bus Bench Program Sales Report

The Awarded Bidder shall provide the County's Project Manager, on or before the 20th calendar day of each month, a report for the previous month of the following information:

- 1. List of each bench location

2. Total gross advertising sales
3. Total net advertising sales
4. Total number of available faces
5. Total number of advertising panels sold, itemized by bus bench location
6. Total number of advertising panels not sold
7. Total space sold, itemized by bus bench location
8. Total space traded or bartered
9. Total space used for public service advertisements
10. Total number of new bus bench units installed/ removed

3.8.5 Incident Report

- A. The Awarded Bidder shall provide the County's Project Manager, on or before the 20th calendar day of each month, a report for the previous month of the following information:
1. List of bus benches damaged/ vandalized with the date the incident was discovered or reported and the date the Awarded Bidder responded to the incident.
 2. Synopsis of the type of damage and the Awarded Bidder's response to each incident.
 3. Customer service calls report of calls received from the County and/or public regarding repair, damage, and maintenance issues.

3.8.6 Changes to Report Information

The Awarded Bidder or the County's Project Manager may change the required reporting information herein upon prior written consent from the County's Project Manager at least 30 days in advance of the reporting deadline date.

3.8.7 Failure to Report

- A. If the Awarded Bidder fails to submit the contractually-required reports as specified, the County may take action necessary, such as to hire an independent certified public accountant to conduct a financial audit and prepare a report. The County will deduct the costs incurred by the County from the Contingency Fund, as specified in Attachment A, Article 41.

- B. The Awarded Bidder hereby agrees that the County may assess a penalty fee Liquidated Damages for each day a required report is not provided to the County according to the timeframe and/or content requirements herein, from the deadline date to the County's receipt of the complete report. The County will deduct collectable funds from the Contingency Fund, as specified in Attachment A, Article 41. [Does Paragraph 2.5(G) work?????????]

Attachments to the ITB

- Attachment A Bid Submission Package:
Web Forms – Bid Submittal Form, Fair Subcontract Practices Affidavit, Subcontractor Listing, and Awarded Bidder Due Diligence Affidavit
- Attachment B Bid Submittal Form
- Attachment C Sample Pro Forma
- Attachment D Form of Payment and Performance Bonds
- Attachment E Living Wage Supplement

Exhibits to the ITB

- Exhibit A Bus Stop Passenger Amenities in Unincorporated Miami-Dade County
- Exhibit B Existing Bus Bench Designs. Required Components and Required Methodology for Installation
- Exhibit C County Required Bus Bench Trash receptacles
- Exhibit D Bus Stops where new Bus passenger Benches will be installed (First Year)
- Exhibit E Bus Stops where new Bus passenger Benches will be installed (Second Year)
- Exhibit F Bus Stops where new Bus passenger Benches will be installed (Third Year)