

## DEPARTMENTAL INPUT

### CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New   
  OTR   
  Sole Source   
  Bid Waiver   
  Emergency   
 Previous Contract/Project No. FB-01098

Contract  
 Re-Bid   
  Other – Access of Other Entity Contract   
 LIVING WAGE APPLIES:  YES     NO

Requisition No./Project No.: FB-01444   
 TERM OF CONTRACT 10 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Bus Passenger Bench Program

Description: 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.

Issuing Department: Internal Svcs SPD   
 Contact Person: Marie Williams   
 Phone: 305-375-3248

Estimate Cost: 0   
 GENERAL    FEDERAL    OTHER

Funding Source:        

### ANALYSIS

<b>Commodity Codes:</b>	<span style="border: 1px solid black; padding: 2px;">15576</span>	<span style="border: 1px solid black; padding: 2px;">91069</span>	<span style="border: 1px solid black; padding: 2px;">91504</span>	<span style="border: 1px solid black; padding: 2px;"></span>
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.				
	<b><u>EXISTING</u></b>	<b><u>2<sup>ND</sup> YEAR</u></b>	<b><u>3<sup>RD</sup> YEAR</u></b>	
<b>Contractor:</b>	<span style="border: 1px solid black; padding: 2px;">Signal Outdoor Advertising</span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	
<b>Small Business Enterprise:</b>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	
<b>Contract Value:</b>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	
<b>Comments:</b>	<span style="border: 1px solid black; padding: 2px;"></span>			

Continued on another page (s):     YES     NO

### RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
<b>SBE</b>	<span style="border: 1px solid black; padding: 2px;"></span>			

Basis of Recommendation:

Signed: <span style="border: 1px solid black; padding: 2px;">Marie Williams</span>	Date sent to SBD: <span style="border: 1px solid black; padding: 2px;">October 31, 2019</span>
	Date returned to PM: <span style="border: 1px solid black; padding: 2px;"></span>

*This document is a draft of a planned solicitation and is subject to change without notice.*



**REQUEST FOR PROPOSALS (RFP) No. 01444  
FOR  
BUS PASSENGER BENCH PROGRAM**

**PRE-PROPOSAL CONFERENCE TO BE HELD:**

\_\_\_\_\_, 2018 at \_\_:00 AM (local time)  
111 NW 1<sup>st</sup> Street, — Floor, Conf. Rm. \_\_, Miami, Florida

**ISSUED BY MIAMI-DADE COUNTY:**

Internal Services Department, Strategic Procurement Division  
for  
Department of Transportation and Public Works (DTPW)

**MIAMI-COUNTY CONTACT FOR THIS SOLICITATION:**

Marie Williams, Procurement Contracting Officer  
111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-3248  
E-mail: [marie.williams@miamidade.gov](mailto:marie.williams@miamidade.gov)

**PROPOSALS DUE:**

**INSERT DATE AND TIME**

**IT IS THE POLICY OF MIAMI-DADE COUNTY (COUNTY) THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION.  
(SEE IMPLEMENTING ORDER 7-7)**

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

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](http://www.bidsync.com). The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (**see addendum section of BidSync Site**). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

## 1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

### 1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Department of Transportation and Public Works (DTPW), is soliciting proposals to establish a contract to manage the Bus Passenger Bench Program.

The County anticipates awarding a contract for a ten (10) year period.

#### **The anticipated schedule for this Solicitation is as follows:**

Solicitation Issued:	November 2019
Pre-Proposal Conference:	See front cover for date, time, and place. Attendance is recommended but not mandatory.
	Should you need an ADA accommodation to participate in Pre-Proposal Conference (i.e., materials in alternate format, sign language interpreter, etc.), please contact the Internal Services Department's ADA Office five days prior to scheduled conference to initiate your request. The ADA Office may be reached by phone at (305) 375-3566 or via email at: <a href="mailto:Skarlex.Alorda@miamidade.gov">Skarlex.Alorda@miamidade.gov</a> or <a href="mailto:Heidi.Johnson-Wright@miamidade.gov">Heidi.Johnson-Wright@miamidade.gov</a> . TTY users may reach the ADA Office by calling the Florida Relay Service at 711.
Deadline for Receipt of Questions:	See front cover for date and time.
Proposal Due Date:	See front cover for date and time.
Evaluation Process:	TBD
Projected Award Date:	TBD

### 1.2 Definitions

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

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposal" to mean the properly signed and completed written good faith commitment by the Proposer submission in response to this Solicitation by a Proposer for the Services, and as amended or modified through negotiations.
4. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Proposal Submittal Form, submitting a proposal to this Solicitation.
5. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
6. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
7. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
8. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services, and the terms and conditions of this Solicitation.

### 1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all proposals; accept parts of any and all proposals; 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 proposals 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 nonresponsive. The County reserves the right to request and evaluate additional information from any Proposer regarding Proposer's responsibility after the submission deadline as the County deems necessary.

The Proposer's proposal 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. Proposer proposal 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 and time, 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 code section, resolution and/or administrative/implementing order cited in this Solicitation, contact the Clerk of the Board at (305) 375-5126, Monday- Friday, 8:00 a.m. – 4:30 p.m.

#### **1.4 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.

#### **1.5 Cone of Silence**

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

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

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Outreach and Support Services Section, the responsible Procurement Contracting Officer (designated as the County's contact on the face of the Solicitation), 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 Competitive 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 employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response is 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](mailto: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.

### **1.6 Communication with Competitive Selection Committee Members**

Proposers are hereby notified that direct communication, written or otherwise, with Competitive Selection Committee members or the Competitive Selection Committee as a whole, **are expressly prohibited**. Any oral communications with Competitive Selection Committee members other than as provided in Section 2-11.1 of the Code of Miami-Dade County are prohibited.

### **1.7 Public Entity Crimes**

Pursuant to Paragraph 2(a) of Section 287.133 of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

### **1.8 Lobbyist Contingency Fees**

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

### **1.9 Collusion**

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

### **1.10 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 proposal 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](http://www.miamidade.gov). See Attachment D - Living Wage Supplement.

### **1.11 Contract Measures**

This Solicitation includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) pursuant to Sections 2-8.1.1.1.1 and 2.1.1.1.2 of the Code of Miami-Dade County as follows:

#### **Subcontractor Goal:**

\_\_\_\_\_% SBE subcontractor goal is applicable. The purpose of a subcontractor goal is to have portions of the work under the contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the contract

value set out in this Solicitation. Subcontractor goals may be applied to a contract when estimates made prior to Solicitation advertisement identify the quality; quantity and type of opportunities in the contract and SBEs are available to afford effective competition in providing a percentage of these identified services. Proposers shall submit an executed Certificate of Assurance Affidavit at the time of proposal acknowledging the project SBE Measure. After proposals are opened, and prior to a recommendation for award, the Small Business Development Division (SBD) will send a notice to the Proposers directing them to complete the Utilization Plan via the County's web-based, Business Management Workforce System (BMWS), identifying the certified subcontractors to be utilized to meet the subcontractor goal. The Utilization Plan shall specify the scope of work and commodity code the SBE will perform. The Certificate of Assurance Affidavit and the completed Utilization Plan, submitted via BMWS listing the subcontractors, shall constitute an agreement by the Proposer that the specified work and the percentage of work will be performed by the SBE subcontractor.

The participating SBE firm(s) or joint venture(s) must have a valid Miami-Dade County SBE certification by the Proposal due date and time, as well as meet all other requirements. Additional information regarding Miami-Dade County's Small Business Enterprise Program, including new amendments to the Program, is available on the Small Business Development Division's website <http://www.miamidade.gov/smallbusiness/>

(If Selection Factor, use Section 4.4 and delete above Section 1.11)

## 2.0 SCOPE OF SERVICES

### 2.1 Background

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 ("the Program"). The Proposer must be able to provide for the ongoing cleaning, maintaining, repairing, replacing, and/or relocating of the existing inventory of advertising bus benches, located in unincorporated Miami-Dade County. The bus stop inventory is listed in Exhibit A, Bus Stop Passenger Amenities in Unincorporated Miami-Dade County. Trash receptacles shall be installed at all bus stops where a bus bench is or will be installed and they shall be serviced accordingly. DTPW is expanding the Program through the installation of hundreds of new bus benches at 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.

There are approximately 2,830 bus stops in Unincorporated Miami-Dade 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 365 bus stops having no such passenger amenity. See Exhibits D, E, and F for new bench quantities and locations.

### 2.2. The Proposer shall:

- A. Engage in activities specifically related to the selling of advertising on all existing bus benches and on all new bus benches that the Proposer installs. The Proposer shall sell advertising on the bus benches that produces the greatest amount of revenue for the County.
- B. Furnish and install full size and slim size model benches, as specified in Exhibit B, Existing Bus Bench Designs. Required Components and Required Methodology for Installation.
- C. Clean, maintain and repair 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.
- D. Expand 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 or otherwise specified by the County.
- E. Be responsible for all costs required to perform Services on this contract.

### 2.3. Annual Guaranteed Payment (AGP)

- A. The Proposer shall engage in activities specifically related to the selling of advertising on all existing bus benches and on all new bus benches that the Proposer installs. The Proposer shall sell advertising on the bus benches that produces the

greatest amount of revenue for the County. Using proceeds from advertising revenue, the Proposer shall provide all of the services in the Scope of Work.

- B. The AGP shall be payable in advanced quarterly installments to the County no later than the 10th working day from April 1st, July 1st, October 1st, and January 1st, each year regardless of the effective date of this Agreement. Notwithstanding the previous requirement, the first two quarterly payments shall be paid to the County, in advance and without billing, prior to issuance of the Notice to Proceed. If payment of the first Annual Guaranteed Payment is not received and verified by the County within 14 calendar days of execution of the contract, no Notice to Proceed will be issued and the contract will be immediately and automatically terminated, unless the 14 calendar day period is extended by the County in writing. Following this advanced payment, quarterly payments shall commence based on the payment schedule for a maximum of forty (40) payments.
- C. Proposer shall keep and maintain accurate records of all revenue Proposer collects from the sale or lease of advertisements or advertising space at the bus benches authorized under this Agreement, in accordance with Section 3.7 "Reports".
- D. Late quarterly payments, see Paragraph C above, 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.
- E. Proposer 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.
- F. For any breach of the requirements of this Agreement, the County may impose an assessment in the amount of fifty dollars (\$50.00) per calendar day, per display.

#### **2.4 Adjustments for Variation in the Number of Bus Benches AFTER Contract Award**

- A. If the number of new bus benches installed varies, plus or minus, by greater than 3% and as such Proposer's revenues and cost are substantially impacted, the Proposer may submit a detailed proposal substantiating the negative impact to revenues, if any. The proposal shall include the Proposer's cost to furnish and install each bench added or reduced, including overhead and profit. Additionally, the proposal shall identify the associated change in advertising revenue, if any.
- B. The proposal will be submitted to the County for its review and approval. In the event of a change to quantities, in excess of 3% of the contract quantities, the County may elect to offset this cost in the form of a one-time adjusted quarterly payment to the County.

#### **2.5 Performance and Payment Bond**

The vendor to whom a contingent award is made shall duly execute and deliver to the County a Performance and Payment Bond in an amount that represents 50% of the total payments due to the County. The Performance and Payment Bond Form supplied by the County shall be the only acceptable form for these bonds. No other form will be accepted. The completed form shall be delivered to the County within 15 calendar days after formal notice of award. If the vendor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the vendor in default of the contractual terms and conditions, and the vendor shall surrender its offer guaranty/bid bond, and the County shall not accept any offer from that vendor for a twelve (12) month period following such default.

The following specifications shall apply to any bond provided:

- A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide,

published by A.M. Best Company, Oldwick, New Jersey:

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

- B. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (2007) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:
1. The surety company is licensed to do business in the State of Florida;
  2. The surety company holds a certificate of authority authorizing it to write surety bonds in this state;
  3. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued;
  4. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and
  5. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under SS. 31 USC 9304-9308.

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

- C. For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.
- D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- E. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Miami-Dade County during the life of this contract and/or as long as the funds are being held by Miami-Dade County.
- F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

## 2.6 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 Proposer 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 equal to 50% of the total payment to the County, in accordance with the amounts recorded by the Bidder on the Payment Submittal Form. The LOC shall be accessible such that the County may, at its convenience, withdraw funds from the LOC in the event the Proposer 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 herein set forth. The LOC shall remain in full force for the contract term that terminates upon the contract completion date.
- 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 Proposer 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. In lieu of a Letter of Credit the Proposer may provide funds equal to the amount of the required Letter of Credit which shall be deposited and held by the County in a separate account and shall be termed the Performance Guarantee Fund. If such Performance Guarantee Fund is provided in lieu of the Letter or Credit, all provisions of this Contract which apply to the Letter of Credit shall apply to the Performance Guarantee Fund.

## 2.7 **Bus Bench and Trash Receptacle Maintenance**

### 2.7.1. **Maintenance Standards**

The Proposer shall:

- A. 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 Proposer 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 Proposer, or after receipt of such bus bench maintenance concerns from the County or the public.
- B. Ensure 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. 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 Proposer shall remove such graffiti, trim overgrown grass, remove overflowing trash within 24 hours of its discovery by the Proposer, or after receipt of such graffiti concerns from the County or the public.
- C. 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 Proposer, or after receipt of such bus bench maintenance concerns from the County or the public.
- D. Ensure that every bus bench has a County-specified trash receptacle, as specified in Exhibit C, County Required Bus Bench Trash Receptacle.
- E. Ensure that only the Proposer'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. 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. Hereby agrees that the County may collect funds, or deduct from any monies owed, as detailed in Paragraph 2.3(F), for failure to perform required bus bench maintenance for the County according to the timeframe as set forth in this Subparagraph.

### 2.7.2. **Repair of Damaged or Vandalized Bus Benches and Trash Receptacles**

The Proposer 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 Proposer, 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. Reinstall repaired bus benches and trash receptacles within five (5) days of their removal. Reinstalled bus benches and trash receptacles shall comply with all requirements for bus bench installation and trash receptacle standards.
  - b. 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.
  - c. 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 Proposer 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. Hereby agree that the County may collect funds as detailed in Paragraph 2.3(F), 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 this Subparagraph.

### **2.7.3. Phone Number**

- A. 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. 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 Proposer's toll-free phone number for attention.
- C. Have a representative authorized to make decisions on behalf of the Proposer available at all times to answer or return calls from the County or the public regarding emergency and urgent situations within thirty (30) minutes, during and after business hours.

### **2.7.4. 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 Proposer shall post the distinct identification number on each bus bench in a manner that will not cause damage upon removal.

### **2.7.5. Bus Bench Components and Parts**

The Proposer 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.

### **2.7.6. Painting of Existing Bus Bench Concrete Legs**

- A. 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. Perform the painting service 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. 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.

### **2.7.7. Trash Receptacles at Bus Benches**

- A. 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 Proposer shall reinstall missing trash receptacles within five (5) business days of its discovery by the Proposer, or after receipt of such trash receptacle concerns from the County or from the public.
- B. 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. Hereby agree that the County may collect funds, or deduct from any monies owed, as detailed in Paragraph 2.3(F) for failure to install and replace missing or damaged trash receptacles for the County according to the timeframe as set forth in this Subparagraph.

### 2.7.8. Failure to Maintain

In the event the Proposer fails to perform/provide services as specified herein, the County may take necessary actions to have the work performed. The Proposer's bond or Letter of Credit will serve as security for the payment of penalty fees. The County is not liable for any damages in connection therewith. In the event of force majeure, the County will work closely with the Proposer to coordinate and prioritize maintenance and repair activities.

## 2.8 Bus Bench Placement Restrictions/ ADA Requirements for Bus Bench Installations

The Proposer shall adhere to the following significant restrictions on the placement of bus benches, which 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 unless otherwise specified by the County. 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 Proposer. Further, the Proposer 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 Proposer 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 at a cost to the Proposer in the amount of \$500.00.

- 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 Proposer 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 Proposer 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. Bus benches must be always installed on a bench concrete slab and never on any other unstable surface such as grass or asphalt or paved surfaces.
- 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. 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 Proposer.
- 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, unless otherwise specified by the County, 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.

## 2.9 Advertising

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

### 2.9.1 Advertising Standards

- A. The Proposer shall provide, install and maintain high quality, expertly designed commercial advertising displays on bus benches designated by the County. The Proposer 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 Proposer is required to submit the advertisement to the DTPW Director, or County's Project Manager, for review and approval prior to installation.
- B. The Proposer 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 Proposer 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 Proposer 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 to be paid by the Proposer. Miami-Dade County shall not be liable for any damages in connection therewith. Refusal or failure by

the Proposer 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 Miami-Dade County.

- 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 Proposer 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, Proposer shall be entitled to reasonable production costs incurred. Proposer 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 Proposer shall pay all related costs and expenses. The County shall not be liable for any damages in connection therewith. Refusal by the Proposer 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 Proposer.
- i. The Proposer 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 Proposer is required to submit the advertisement to the DTPW Director for review and approval prior to installation.

### **2.9.2 Advertising Removal**

- A. Notwithstanding the provisions of Paragraph 2.9.1, approval by the County of advertising materials, advertisements, and manner of presentation is not required.
- B. The County's Project Manager will require the Proposer to remove any advertising that fails to comply with Paragraph 2.9.1. The Proposer 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 Proposer fails to remove the advertising as specified herein, the County may take necessary actions to remove the advertisement and charge the Proposer.
- 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 Proposer hereby agrees that the County may collect funds as detailed in Paragraph 2.3(F), where such advertising is discovered by the County and not removed within the timeframe as set forth in this Subparagraph. The County will take necessary actions to remove the advertisement and charge the costs to the Proposer.

### **2.9.3 Advertising Displays**

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

## **2.10 County Self-Promotional Space**

### **2.10.1 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 Proposer shall provide the County with exclusive access to, at minimum, 3% of the bus benches for County self-promotional announcements. The Proposer 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 Proposer 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 Proposer for final production, printing and installation by the County's deadline for installation.
- D. The Proposer shall pay for the printing cost for the County's self-promotional announcement posters, and install, maintain and remove these posters at the Proposer's expense.

**2.10.2 Additional Current Design Bus Benches Manufacture and Install**

- A. The Proposer 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 Proposer's expense.
- B. The Proposer 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 Proposer 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 Proposer. The County will provide written notice to the Proposer, 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 Proposer 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 Proposer shall warehouse manufactured bus benches and trash receptacles and install the bus benches and receptacles as directed by the County's Project Manager. The Proposer 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 Proposer 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 Proposer hereby agrees that the County may collect funds, or deduct from any monies owed, as detailed in Paragraph 2.3(F) for failure to perform the required additional bus bench installations for the County according to the timeframe as set forth in this Subparagraph.

**2.11 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 Proposer shall remove the affected bus bench and trash receptacle at their own expense. The County may also require that the Proposer 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 Proposer 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 Proposer shall be responsible for the lawful removal and delivery of the bus bench components to the Proposer's storage facility or to a Miami-Dade County facility, as specified in the County's written notice.
- C. The Proposer 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 Proposer 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 Proposer 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 at a cost to be paid by the Proposer.

**2.12 Reports****2.12.1 Program Records**

The Proposer 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 Proposer for a period of three (3) years

after the expiration of the contract, 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 Proposer'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.

### **2.12.2 Audited Financial Report**

- A. Within 90 days from the effective date of the second year for the resultant contract, and for each one-year period thereafter, and within 30 days following termination of the resultant contract the Proposer shall provide to the County's Project Manager an annual audited financial report.
- B. The audited financial report shall, at minimum, consist of the Proposer'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.

### **2.12.3 Billings and Collections Report**

- A. The Proposer shall provide the County's Project Manager, on or before the 20<sup>th</sup> 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 Proposer 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 Proposer shall provide all active customer contracts.

### **2.12.4 Bus Bench Program Sales Report**

The Proposer shall provide the County's Project Manager, on or before the 20<sup>th</sup> 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

### **2.12.5 Incident Report**

The Proposer shall provide the County's Project Manager, on or before the 20<sup>th</sup> 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 Proposer responded to the incident.

2. Synopsis of the type of damage and the Proposer'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.

#### 2.12.6 Changes to Report Information

The Proposer 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.

#### 2.12.7 Failure to Report

- A. If the Proposer 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.
- B. The Proposer hereby agrees that the County may assess a penalty fee 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 in accordance with Paragraph 2.3(F).

### 3.0 RESPONSE REQUIREMENTS

#### 3.1 Submittal Requirements

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

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

### 4.0 EVALUATION PROCESS

#### 4.1 Review of Proposals for Responsiveness

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

#### 4.2 Evaluation Criteria

Proposals will be evaluated by a Competitive Selection Committee which will evaluate and rank proposals on criteria listed below. The Competitive Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Competitive Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Competitive Selection Committee member.

##### Technical Criteria

##### Points

1. Proposer's relevant experience, qualifications, and past performance
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors
3. Proposer's approach to providing the services requested in this Solicitation

##### Price Criteria

##### Points

#### 4. Proposer's proposed price

#### **4.3 Oral Presentations**

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

#### **4.4 Selection Factor**

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development Division for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development Division at (305) 375-2378 or <http://www.miamidade.gov/smallbusiness/>

The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE Program during the contract term may remain on the contract.

**OR**

A Selection Factor is not applicable to this Solicitation.

**OR**

*(If no points are assigned to evaluation criteria, include the following in addition to above paragraph):*

Whenever there are two best ranked proposals that are substantially equal and only one of the two so ranked proposals is submitted by a Proposer entitled to a selection factor, the selection factor shall be the deciding factor for award.

#### **4.5 Local Certified Veteran Business Enterprise Preference**

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a proposal in response to this solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference. At the time of proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the Proposal Submittal Form.

#### **4.6 Price Evaluation**

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

#### **4.7 Local Preference**

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code of Miami-Dade County, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local

businesses. If, following the completion of final rankings by the Competitive Selection Committee a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Competitive Selection Committee will recommend that a contract be negotiated with said local Proposer.

#### **4.8 Negotiations**

The Competitive Selection Committee will evaluate, score and rank proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

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

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

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

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

#### **4.9 Contract Award**

Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

#### **4.10 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 Code of Miami-Dade County, as amended, and as established in Implementing Order No. 3-21.

### **5.0 TERMS AND CONDITIONS**

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

#### **a) Vendor Registration**

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>.

**b) Insurance Requirements**

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

**c) Inspector General Reviews**

In accordance with Section 2-1076 of the Code of Miami-Dade County, the Office of the Inspector General may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

**d) User Access Program**

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

**6.0 ATTACHMENTS****Proposal Submission Package, including:**

Attachment A - Proposer Information Document

Web Forms – Proposal Submittal Form, Subcontracting Form, Lobbyist Registration for Oral Presentations Affidavit, and Contractor Due Diligence Affidavit

Attachment B - Draft Form of Agreement

Attachment C - Sample Pro Forma Statement

Attachment D - Living Wage Supplement

Attachment E – Sample Form of Payment and Performance Bonds

**Exhibits to the RFP:**

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)

Exhibit G – Comparison of Bus Bench Contracts Revenues