

## DEPARTMENTAL INPUT

### CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New   
  OTR   
  Sole Source   
  Bid Waiver   
  Emergency   
 Previous Contract/Project No. RFP-00463

Re-Bid   
  Other   
 LIVING WAGE APPLIES:  YES  NO

Requisition No./Project No.: RFP-01071   
 TERM OF CONTRACT 10 YEAR(S) WITH 5 YEAR(S) OTR

Requisition /Project Title: Bus Passenger Shelter Program

Description: RFP process to procure a firm to manage cleaning, maintaining, and repairing existing bus shelters and expand the number of bus shelters at designated locations. County will pay for 360 new shelters to be installed and associated electrical power costs.

Issuing Department: DTPW   
 Contact Person: Raonel Rodriguez   
 Phone: 786-469-5328

Estimate Cost: \$4,890,000.00

Funding Source: GENERAL    FEDERAL    OTHER  
PTP

### ANALYSIS

<b>Commodity Codes:</b>	<u>915-04</u>				
Contract/Project History of previous purchases three (3) years Check here <input checked="" 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>					
<b>Small Business Enterprise:</b>					
<b>Contract Value:</b>	\$	\$	\$		
<b>Comments:</b>					

Continued on another page (s):     YES     NO

### RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
<b>SBE</b>				

Basis of recommendation:

Signed: <u>Brian Webster</u>	Date sent to SBD: <u>10/12/2018</u>
	Date returned to DPM: <u></u>



**REQUEST FOR PROPOSALS (RFP) No. 01071**  
**for**  
**BUS PASSENGER SHELTER PROGRAM**  
**Rev. 10-9-18**

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

On the date and at the time specified in BidSync. (Check BidSync for potential updates)

Miami-Dade County  
111 NW 1st Street, 10th Floor, CITT Conf. Rm.  
Miami, FL 33128

**ISSUED BY MIAMI-DADE COUNTY:**

Internal Services Department, Strategic Procurement Division  
for  
The Department of Transportation and Public Works

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

Brian Webster, Procurement Contracting Officer  
111 NW 1st Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-2676  
E-mail: [brian.webster@miamidade.gov](mailto:brian.webster@miamidade.gov)

**PROPOSALS DUE:**

On the date and at the time specified in BidSync. Check BidSync for potential updates.

**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.

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## 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 Shelter Program (“the Program”).

The County anticipates awarding a contract for a ten (10) year period, with one (1), five (5) year option to renew, at the County’s sole discretion.

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

Solicitation Issued:	<b>TBD</b>
Pre-Proposal Conference:	See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email <a href="mailto:hjwrig@miamidade.gov">hjwrig@miamidade.gov</a> at least five days in advance.
Deadline for Receipt of Questions:	
Proposal Due Date:	See front cover for date and time.
Evaluation Process:	
Projected Award Date:	

### 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 “Successful Proposer” 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 Successful Proposer”.
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 Successful Proposer.
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 Successful Proposer, who contracts with the Successful Proposer to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Successful Proposer.
8. The words “Work”, “Services”, “Program”, or “Project” to mean all matters and things that will be required to be done by the Successful Proposer 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 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 Services Section, the responsible Procurement Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation document;
- oral communications at pre-proposal conferences and oral presentations before 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, to 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 Successful Proposer, 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 Performance and Payment Bond

- A. Prior to commencing construction, Successful Proposer 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 the total amount of the Proposal Price Schedule, Attachment C. 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 Successful Proposer 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.

### 1.11 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 Successful 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 of 100% of the estimated value of construction, which is equal to the total amount proposed on the Successful Proposer's Proposal Price Sheet, Attachment C. The LOC shall be accessible such that the County may, at its convenience, withdraw funds from the LOC in the event the Successful 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 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 Successful Proposer 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 Successful 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. 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.

#### **1.12 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 G "Living Wage Supplement".

## 2.0 SCOPE OF SERVICES

### 2.1 Background

Miami-Dade County, hereinafter referred to as the "County", as represented by Miami-Dade County's Department of Transportation and Public Works ("DTPW"), is soliciting proposals from qualified vendors to manage and expand the Bus Passenger Shelter Program ("Program") in unincorporated Miami-Dade County (hereinafter referred to as the "UMSA") and in any municipalities which may opt to participate in this contract. The purpose of this solicitation is to establish a contract to provide for the ongoing cleaning, maintaining, and repairing of all bus shelters located in UMSA and participating municipalities, and to expand the Program through furnishing and installing new bus shelters in compliance with ADA (Americans with Disabilities Act) at bus stops sites where bus shelters currently do not exist in UMSA and in any participating municipalities.

### 2.2 Project Requirements

The objective of this solicitation is to establish a contract with a Successful Proposer to manage the Program to complete following tasks:

- A. Cleaning, maintaining and repairing all existing bus shelters, enhanced full-size shelters and new bus shelters installed under this contract, as located in UMSA, to ensure that the bus shelters are in a safe, repaired and operational condition at all times with an attractive appearance, and with safe and proper illumination at night.
- B. Expanding the bus passenger shelter program through the design, manufacturing, and installation of an innovative, cost effective, and aesthetically pleasing cantilever bus shelter/bus stop protective roof structure model. (*Exhibit G, Cantilever and Enhanced Full-Size Shelter Design Specifications, Bus Shelter Connector Detailed Sketch with Backup Documentation*).
- C. Expanding the bus shelter program through the design, manufacturing, and retrofit of existing full-size shelters with partial coverage on all four walls when possible as directed by the County. Bus shelter designs shall be for outdoor public spaces in tropical climate. (*Exhibit G, Cantilever and Enhanced Full-Size Shelter Design Specifications, Bus Shelter Connector Detailed Sketch with Backup Documentation*).
- D. Designing and constructing 200 new bicycle racks with capacity for 4 bicycles, at bus shelter sites in UMSA, as directed by the County.
- E. Creating a business plan for generation of revenue that might include selling advertising at the bus shelters, and mobile in-app advertising at all Miami-Dade County bus stops, including bus stop sites without bus shelter among others. This will be considered as the Successful Proposer's sole compensation for performing work.
- F. The Successful Proposer will be responsible to pay for all costs required to perform services specified in Section 2.0 Scope of Services, with the following exception. The County will pay to furnish and install new bus shelters and enhanced full-size shelters upon completion of installation work; the civil work associated to these installations as specified in *Exhibit G, Cantilever and Enhanced Full-Size Shelter Design Specifications, Bus Shelter Connector Detailed Sketch with Backup Documentation*; and bicycle racks with capacity for 4 bicycles.

Pursuant to Sections 10-33.02 and 2-10.4.01 of the code of Miami-Dade County ("the Code") which governs the procurement of Construction, Architecture and Engineering Services. All privately funded design and or construction with a total value over \$200,000 must comply with the Code which governs the County's Small Business Enterprise Program. The Developer shall submit or cause to be submitted the Design and Construction packages, to the Small Business Development Division of the Internal Services Department (SBD/ISD) prior to advertisement and or award for review and determination of the appropriate small business program measures. All packages must be advertised and awarded with the applicable small business measures, in accordance with requirements of the above mentioned section of the Code.

## 2.3 Order of Precedence

If there is a conflict between or among the provisions of the Contract, the order of precedence is as follows: 1) the Form of Agreement; 2) agreed upon Scope of Services (as may be negotiated); 3) addenda to the RFP; 4) attachments and exhibits to the Request for Proposal; 4) the Request for Proposal; and 5) the Successful Proposer's Proposal.

## 2.4 Pre-Proposal Conference (Recommended)

A pre-proposal conference will be held on the day, at the time, and at the location posted in BidSync, to discuss the special conditions and specifications included within this solicitation. It is highly recommended, but not mandatory, that a representative of interested firms attend. The "Cone of Silence" will be lifted during the conference. Proposers are advised to examine the solicitation documents and site conditions carefully and be thoroughly aware of all requirements that may in any manner affect the work required. No additional allowances will be made because of lack of knowledge of the terms, conditions, specifications and site conditions. Proposers must bring this solicitation document to the conference as additional copies will not be available. Representatives from the County will be present to discuss this solicitation.

## 2.5 Performance of Work

- A. Successful Proposer shall perform all Work in a skillful and workmanlike manner. All workers shall have sufficient skill and experience to perform the Work assigned to them.
- B. The Successful Proposer shall coordinate the Work performed by its Subcontractor and Suppliers, and be fully responsible to the County for all acts and omissions of Subcontractor, Suppliers and their employees. Any provision of the Contract referring to the acts or omissions of the Successful Proposer shall also refer to and include the acts and omissions of all Subcontractors and Suppliers.
- C. If any portion of the subcontracted Work is not performed in accordance with the Contract, or if a Subcontractor or Supplier commits or omits any act that would constitute a breach of the Contract, the Successful Proposer shall cure the breach, and at the direction of the Project Manager, shall replace the Subcontractor or Supplier. The Subcontractor or Supplier shall not be employed again on the Work.

## 2.6 Successful Proposer's Representative

Successful Proposer shall have a Representative (or Project Manager) with full authority to represent and act for the Successful Proposer. Successful Proposer's Representative shall act for the Successful Proposer in all matters concerning the Work, and, subject to all requirements of this Contract, shall have the following authority and obligations:

- A. Ability to so organize the Work, and the Work of its Subcontractor, to complete the Work in accordance with the Contract and the Successful Proposer's bar chart, as accepted by DTPW.
- B. Ability to delegate defined authority to other Successful Proposer personnel (who thus also become Successful Proposer's Representatives, as provided in this Contract, to the extent specified), subject to written notice to, and approval by, the Project Manager.
- C. During performance of the Work, Successful Proposer's Representative shall be present at the Worksite(s), or have its fully-empowered delegate present at the Worksite, at all times that any Work is in progress or at any time any employee or Subcontractor of the Successful Proposer is present at the Worksite.

## 2.7 Authority and Responsibility of the County's Project Manager

- A. The County's Project Manager has the authority and responsibility to exercise all powers, rights, and/or privileges that have been lawfully delegated to the Project Manager by the County in all matters relating to or affecting the Work and this Contract. Except as expressly specified in this Contract, the Project Manager may delegate, in writing, specifically described authority and responsibility within the scope of its authority and responsibility to Authorized Representatives.

- B. The County's Project Manager is the County's primary Authorized Representative, and is the only person authorized to delegate authority to any other Authorized Representative(s).
- C. The County's Project Manager's delegation of responsibility and authority to other Authorized Representative(s) shall be limited to specifically-defined authority and responsibilities. The authority, responsibilities and limitations of any Authorized Representative shall be described in the Project Manager's notice to the Successful Proposer designating the Authorized Representative.
- D. Nothing in this Contract shall be construed to bind the County for acts of any the County employee or any other person, or for the acts of the County's Project Manager or any other Authorized Representative, including its Contract Manager, that exceed the authority delegated to them herein or in any other written delegation.

## 2.8 Method of Payment

- A. The Successful Proposer will be responsible to pay for all costs required to perform services specified in Section 2.0 "Scope of Services", funded by advertising revenue, with the following exception. The County will pay unit prices to furnish and install new bus shelters and enhanced full-size shelters upon completion of installation work. The civil work associated to these installations are specified in *Exhibit G, Cantilever and Enhanced Full-Size Shelter Design Specifications, Bus Shelter Connector Detailed Sketch with Backup Documentation*; and bicycle racks.
- B. The County's payment of each unit price to the Successful Proposer will be based on actual measured quantities of Work, which is accepted by the County as being complete. The amounts due for payment shall be in accordance with prices proposed, via the Successful Proposer's submission of Attachment C "Proposal Price Schedule, as the prices may have been amended during negotiations. All prices shall remain fixed for the duration of the initial ten year contract term. In the event the County elects the five year Option to Renew, the costs identified on the Proposal Price Sheet shall be provided by the Successful Proposer by means of a cost proposal that will be evaluated for the written approval of the County.
- C. The Successful Proposer will be responsible, under this contract, for all remaining costs associated to the provision of the following ongoing services, including but not limited to:
- Design and testing of new bus shelter models including enhanced full-size bus shelters;
  - Cleaning, maintaining, repairing and painting bus shelters;
  - Cleaning, removing trash and debris from areas surrounding bus shelters;
  - Maintaining, repairing, removing and replacing bus shelter components;
  - Providing customer service, phone call system/answering service, and call center services;
  - Creating, producing, installing and removing advertising materials and other related services;
  - Acquiring, installing, operating and maintaining smart bus stop technologies and smart bus shelter technologies;
  - Obtaining all necessary approvals and permits and paying for fees required by the County and any other agency for installing, maintaining, repairing and upgrading bus shelters; and
  - Program managing services.

## 2.9 Successful Proposer's Responsibilities

- A. The Successful Proposer will be responsible for the following:
- Furnishing and installation of new bus shelter units;
  - Enhancement of existing full-size bus shelters;
  - Civil work related to the installation of new bus shelters and enhanced full-size shelters; and
  - Construction of 200 bicycle racks with capacity for 4 bicycles, at bus shelter sites.

**B. Bus Stop and Bus Shelter Network**

Metrobus (County’s bus service) serve approximately 8,000 bus stops countywide. About 3,000 of the bus stops are in UMSA, and 1,047 of the bus stops in UMSA have a bus passenger shelter. The designs of the County’s existing bus shelters are full-size model and slim-size model:

- **Full-size model:** There are 998 full-size bus shelters in UMSA. A total of 850 full-size bus shelters have backlighted, two-sided advertising box, for a total of 1,700 advertising faces available. There are 148 bus shelters without advertising box but with a back wall that can be used for advertising wrapping, upon approval from the County.
- **Slim-size model:** There are 49 slim-size bus shelters in UMSA. This model does not provide an advertising box, but the back wall of the shelter can be used for advertising wrapping purposes, upon approval from the County.

Table 2.1 shows the number of bus shelters by model in UMSA and their advertising capacity. The County’s inventory of existing bus shelters is provided in *Exhibit A, Passenger Amenities at Bus Stops in UMSA*. The number of bus shelters established in the RFP is for the purpose of project planning estimates. The actual number of bus shelters in service may increase or decrease at any time during the term of the contract, based on the County’s bus service requirements. The bus shelter designs are approved by the County through Notice of Acceptance (“NOA”) No. 15-0818.15 and NOA No. 15-0818.16, as provided in *Exhibit B, Existing Bus Shelter Designs*.

**Table 2.1: Total Bus Shelters in UMSA— Bus shelter data available as of May 2018**

Bus Shelter Model		Total Bus Shelters	Total Number of Advertising Panels
Full-Size	Shelters with Advertising Box (two sides)	850	1,700
	Shelters without Advertising Box (back panel available for advertising)	148	148*
Slim-Size	(back panel available for advertising)	49	49*
<b>Total</b>		<b>1047</b>	<b>1,897</b>

\* Subject to County approval

In addition to the 1,047 bus shelters available for advertisement, the County will allow, under this contract, in-app mobile advertising at all bus stops Countywide for a total of approximately 8,000 locations. All mobile in-app ads will require approval by the County. See Paragraph 2.29” Optional Smart Bus Stop Technology” for further details.

**C. Municipal Access to the Resultant Contract**

Municipalities in Miami-Dade County may also access the resultant contract through a partnership with the County, in which the municipality’s governing board authorizes the County to assume all rights, title, and interests to existing bus shelters currently located within the jurisdiction of the municipality, as well as any new bus shelters installed within their jurisdiction as part of this contract, should the Board authorize such a partnership, and upon the effectuation of a fully executed agreement between the Municipality and the Board.

**2.10 Maintenance Standards**

- A. The Successful Proposer shall maintain all bus shelters in a clean, repaired and operational state at all times with an attractive appearance following the County’s Maintenance Standards, as detailed in *Exhibit C, Required Shelter Cleaning and Maintenance Procedures*, and repair all damaged, missing or non-operational bus shelter components within 48 hours of its discovery by the Successful Proposer, or after receipt of such bus shelter maintenance concerns from the County or the public.
- B. The Successful Proposer shall maintain safe and proper illumination at all bus shelters, in terms of lighted visibility at the bus shelter, from dusk until dawn, at all times, and repair all non-illuminated bus shelters within 48 hours of its discovery by the Successful Proposer, or after receipt of such non-illumination concerns at the shelter from the County or the public.

- C. The area surrounding each bus shelter shall be kept free of graffiti, overgrown grass and/or weeds, overflowing trash, litter and debris, and other rubbish for a radius of ten feet from the outer edge of the bus shelter at all times. The Successful Proposer shall prepare a maintenance schedule for bus shelters that complies with the maintenance provision herein. Additionally, such items shall be removed within 24 hours of its discovery, or after receipt of a removal request from the County, or the public.
- D. The Successful Proposer shall ensure that every bus shelter has a County-specified or County-approved trash receptacle as provided in *Exhibit F, Replacement Trash Receptacle*.
- E. The Successful Proposer shall ensure that the Successful Proposer's name and contact information is posted on all existing and new bus shelters, including enhanced full-size shelters.
- F. The Successful Proposer shall be responsible for obtaining all necessary approvals and permits and for paying for fees as required by the County and any other agencies to install, maintain, repair, and upgrade bus shelters.
- G. The Successful Proposer hereby agrees that the County may collect funds, as detailed in accordance with Paragraph 2.19 "Penalty for Failure to Perform" of the RFP, for failure to perform required bus shelter maintenance for the County according to the timeframe as set forth in this paragraph.

## 2.11 Repair of Damaged or Vandalized Bus Shelters

The Successful Proposer shall:

- A. Repair any vandalized/damaged bus shelters, remove graffiti at bus shelters within 48 hours of its discovery by the Successful Proposer, or after receipt of notice of such vandalism or damage from the County or the public.
- B. Remove/reinstall damaged bus shelters that cannot **be repaired on-site within 48 hours**:
  - 1. Reinstall repaired bus shelters within 30 calendar days of removal or provide written notice to the County's Project Manager within 14 calendar days of removal, if the damaged bus shelter cannot be repaired and reinstalled.
  - 2. Ensure that reinstalled bus shelters comply with all requirements for bus shelter installation standards.
  - 3. The Successful Proposer shall be responsible for the lawful removal of the bus shelter and any associated disposal fees of destroyed shelter components.
- C. Repair bus shelter damages that are hazardous (posing danger to the public), repair/replace malfunctioning bus shelter lighting systems caused by damage or vandalism, and replace damaged or missing trash receptacles within 24 hours of discovery by Successful Proposer or upon notice from the County or the public.
- D. Provide a written monthly report to DTPW or County's Project Manager of bus shelters that have been subject to repeated vandalism.
- E. Obtain all necessary approvals and permits and be responsible for paying for fees as required by the County and any other agencies to properly remove/reinstall bus shelters.
- F. The Successful Proposer hereby agrees that the County may collect a penalty fee as detailed in Paragraph 2.19 "Penalty for Failure to Perform" of the for failure to perform required bus shelter services for the County, in accordance with the timeframe as set forth in this paragraph

## 2.12 Phone Number

The selected Proposal shall:

- A. Provide a toll-free phone number, available 24 hours a day, 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 the front of each shelter 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. Provide 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 Successful Proposer's toll-free phone number for attention.

- C. Have a representative authorized to make decisions on behalf of the Successful Proposer 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.
- D. The County will issue each bus shelter 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 Successful Proposer shall post the distinct identification number on each bus shelter in a manner that will not cause damage upon removal.

### 2.13 Bus Shelter Components and Parts

The Successful Proposer shall ensure the availability of bus shelter components/spare parts to make expedient repairs of damaged bus shelters for the term of the resultant contract. The components for the existing bus shelter design models are provided in *Exhibit D, County Required Bus Shelter Components*.

### 2.14 Painting of Existing Bus Shelters

- A. The Successful Proposer shall provide professional painting service to re-paint the dark green horizontal roof trim and grey solar panel frame and outer facing exposures of all existing bus shelters in UMSA, as detailed in *Exhibit E, Painting of Existing Bus Shelters Scope of Services*, at its expense.
- 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 shelter surface decals.
- C. The Successful Proposer shall take necessary precautions and provide barricades for the bus shelter at all times when painting services are performed to ensure the protection of persons and property.
- D. The Successful Proposer shall complete the painting of all existing bus shelters in UMSA, as specified and detailed in *Exhibit E, Painting of Existing Bus Shelters Scope of Services*, within 4 years from the Contract Date (Notice to Proceed, NTP), or sooner at specific bus shelters and along specific route corridors as directed by the County, and at the Successful Proposer's expense.

### 2.15 Replacement Trash Receptacles

- A. The Successful Proposer shall furnish and install replacement trash receptacles, as specified in *Exhibit F, Replacement Trash Receptacle*, at the existing bus shelters, including any enhanced full-size shelters, and any new bus shelters installed under this contract.
- B. The Successful Proposer shall install the replacement trash receptacles at existing bus shelters where the original County-specified bus shelter trash receptacle is missing; where the existing trash receptacle base unit has become rusted or damaged; and where the stainless steel lid to the original trash receptacle is missing among others.

The replacement trash receptacles shall be installed within 5 calendar days of its discovery by the Successful Proposer, or after receipt of such trash receptacle concerns from the County or from the public, and at the Proposer's expense. The Successful Proposer hereby agrees that the County may collect funds, or deduct from any monies owed, as detailed in Paragraph 2.19 "Penalty for Failure to Perform" of the RFP, for failure to replace missing or damaged trash receptacle components for the County according to the timeframe as set forth in Paragraph 2.18 "Replacement Trash Receptacles". In the event of force majeure, the County will work closely with the Successful Proposer to coordinate and prioritize maintenance and repair activities.

### 2.16 Advertising Standards

The Successful Proposer shall engage in activities specifically related to the selling of advertising on bus shelters in UMSA, and mobile in-app advertising at all Miami-Dade County bus stops, including bus stop sites without bus shelter among others.



- A. The Successful Proposer shall provide, install and maintain high quality, expertly designed commercial advertising displays on bus shelters designated by the County. The Successful 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 Successful Proposer is required to submit the advertisement work to the DTPW Director, or County's Project Manager, for review and approval prior to installation.
- B. The Successful Proposer shall provide no more than one advertisement per side of the advertising box. In the case of bus shelters without advertising box, one advertising wrap design will be allowed per shelter. The County's Project Manager may allow the Successful Proposer to advertise a larger and/or more than one advertisement, within limits, on a case-by-case basis, by written notice with specific stipulations thereto.
- C. The Successful 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 County's Project Manager.
- D. The Successful Proposer shall comply with the following:
  1. No advertising shall contain the words "STOP", "LOOK", "DRIVE IN", "DANGER" 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:
    - 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;
    - No advertising for alcoholic beverages shall be within one-quarter mile of houses of worship, including churches, synagogues, temples, and mosques;
    - No advertising for alcoholic beverages shall be within one-quarter mile of Hospitals or addiction treatment centers;
    - All advertising for alcoholic beverages will require approval from the DTPW Director or County's Project Manager;
    - 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."
  7. No advertising shall contain libelous material or material detrimental to the operation or goals of the County.

## 2.17 Advertising Removal

- A. Notwithstanding the provisions of Paragraph 2.16 "Advertising Standards", approval by the County of advertising materials, advertisements, and manner of presentation is not required.
- B. The DTPW Director or County's Project Manager will require the Successful Proposer to remove any advertising that fails to comply with Paragraph 2.16 "Advertising Standards". The Successful Proposer shall remove advertising within 48 hours upon issuance of a written requirement from the DTPW Director or County's Project Manager to remove said advertising.
- C. In the event the Successful Proposer fails to remove the advertising as specified herein, the County may take necessary actions to remove the advertisement. The Successful Proposer is obligated to reimburse the County for actions taken under this provision. 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 Successful Proposer hereby agrees that the County may collect funds as detailed in Paragraph 2.19 "Penalty for Failure to Perform" of the RFP, where such advertising is discovered by the County and not removed within the timeframe as set forth in this paragraph. 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.

## 2.18 County Self-Promotional Space

- A. From time to time, the County will have a need to advertise public service announcements promoting County sponsored facilities, events, or activities. The Successful Proposer shall provide the County with exclusive access to, at minimum, 3% of the bus shelters with an advertising box for County self-promotional announcements. The Successful Proposer shall avail itself to DTPW or 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 shelters for self-promotional announcements.
- B. The County will provide the finished artwork for the County's self-promotional announcement bus shelter posters to the Successful Proposer for final production, printing and installation by the County's deadline for installation.
- C. The Successful Proposer shall pay for the printing cost for the County's self-promotional announcement posters, and install, maintain and remove these posters at the Successful Proposer's expense.

## 2.19 Penalty for Failure to Perform

- A. In accordance with the service requirements of the contract, the Successful Proposer shall be liable for damages resulting from its failure to meet contractual requirements or standards. The County's assessment of all penalty fees will be final. The County will facilitate the fee assessment by invoicing the amount assessed or deducting the amount of the fee from the Irrevocable Letter of Credit, as described in Paragraph 1.11 "Irrevocable Letter of Credit", or by deducting the amount from any monies owed.
- B. The penalty fee shall be interpreted as failure to maintain the existing bus shelters, as directed by the County and as specified in the following Paragraphs, and as may be deducted as outlined in the below schedule: 2.10 "Maintenance Standards"; 2.11 "Repair of Damaged or Vandalized Bus Shelters"; 2.15 "Replacement Trash Receptacles"; 2.17 "Advertising Removal"; 2.26 "Existing Bus Shelter Removals and Installations"; 2.27 "Installation and Maintenance of Bus Shelter Lighting System; and 2.37 "Failure to Report".
- C. A written notice of a violation and intent to impose a penalty fee shall be provided to the Successful Proposer in the form of a written report. These Penalty Fee reports will be issued to the Successful Proposer by the County or County's Project Manager, in order to afford the Successful Proposer time to notify the County of extenuating circumstances. Penalty Fee shall result in the following per diem fees:
- Level 1: Penalty Fee in the amount of \$100 per day
  - Level 2: Penalty Fee in the amount of \$200 per day
  - Level 3: Penalty Fee in the amount of \$400 per day

Violations that may result in the assessment of Penalty Fee include, but are not limited to, the following:

### Level 1 Penalty Fee:

- a) Failure to empty trash receptacle at a specific shelter site in accordance with Paragraph 2.10
- b) Failure to remove graffiti at a specific shelter site in accordance with Paragraph 2.10
- c) Failure to replace missing trash receptacle at specific shelter site in accordance with Paragraph 2.15

### Level 2 Penalty Fee:

- a) Failure to remove advertising poster as directed by the County or County's Project Manager in accordance with Paragraph 2.17
- b) Failure to remove and/ or reinstall existing bus shelter within the required timeframe for completion of the project and in accordance with Paragraph 2.11

- c) Failure to maintain proper illumination at a specific shelter site in accordance with Paragraph 2.27
- d) Failure to replace any missing/ vandalized/ non-operational component associated with the operation of the solar-power illumination system at a specific shelter site in accordance with Paragraph 2.27
- e) Failure to comply with the Report requirements as specified in Paragraph 2.37

Level 3 Special Penalty Fee:

- a) Failure to repair a specific damaged shelter caused by vehicular accident, act of vandalism, or theft in accordance with Paragraph 2.11
- b) Failure to remove a specific damaged shelter that cannot be repaired on site in accordance with Paragraph 2.11

## 2.20 New Bus Shelter Design, Manufacturing and Installation

The Successful Proposer shall be responsible for designing, manufacturing and installing the new bus shelter models as directed by the County. The new bus shelter model designs are:

- Cantilever bus shelter/bus stop protective roof structure, and
- Enhanced full-size bus shelter.

## 2.21 New Bus Shelter Designs, Manufacturing, Installation and Maintenance

- A. Within 45 calendar days following award by the County of the resultant contract, the Successful Proposer shall submit to the County the design for an innovative, cost effective, and aesthetically-pleasing cantilever bus shelter model/bus stop protective roof structure model, with the possibility of being installed at bus stops in UMSA where public right-of-way available is 5 and 6 feet, and as detailed in Paragraph 2.22 "Bus Shelter's Installation Criteria" and in *Exhibit G, Cantilever and Enhanced Full-size Shelter Design Spec.*
- B. Within 60 calendar days following award by the County of the resultant contract, the Successful Proposer shall submit to the County the design for an innovative, cost effective, and aesthetically-pleasing enhanced full-size bus shelter model with partial coverage on its four walls, by modifying the design of existing full-size shelter as indicated by *Exhibit G, Cantilever and Enhanced Full-size Shelter Design Spec.*, and the possibility of being installed at bus stops in UMSA where public right-of-way available.
- C. The design of the new bus shelter models shall meet the following requirements:
  1. Provide passengers with protection from angled sun and rain.
  2. The units shall be designed to have a limited footprint in order to provide for the required ADA wheelchair accessible path in front of the bus shelter/roof structure unit support posts. See *Exhibit G, Cantilever and Enhanced Full-size Shelter Design Spec.*
  3. Provide either a seating unit or a leaning rail for the comfort of passengers at the bus stop site, and to be dependent on the available space in the public right-of-way that ensures the ADA-required wheelchair accessible path in front of the shelter/roof structure support posts is provided.
  4. Provide proper and effective illumination at the bus stop through the use of a solar-powered LED lighting system. Solar-powered, LED-illuminated advertising panels may also be used to provide the required illumination at the bus stop site.
  5. Within 30 calendars days following the presentation of the final design for the new bus shelter models (the cantilever bus shelter model/bus stop protective roof structure model and the enhanced full-size bus shelter model), the County shall approve or not the design.
  6. Within 120 calendar days following the County's approval of the final design for the new bus shelter models, the Successful Proposer shall, for each new bus shelter model design, develop, manufacture and test a full-scale prototype

model, of which the final design for the model shall be permitted by the County for installation in the public right-of-way, at the Successful Proposer's expense, for review by the County.

7. Within 30 calendar days following the successful review of the prototype model, the Successful Proposer shall apply to the County's Department of Regulatory and Economic Resources ("RER") for a Notice of Acceptance ("NOA") for the cantilever bus shelter model/bus stop protective roof structure, whichever is chosen by the County, and for the enhanced full-size bus shelter model.
8. The Successful Proposer shall copy the County's Project Manager on all written communications with RER regarding application of the NOAs.
9. The Successful Proposer shall respond expeditiously and within a reasonable timeframe to all requests from RER regarding the NOA request to ensure successful NOA issuance by RER.
10. Within 30 calendar days of receiving the County's NOA approval of its designs for the new bus shelter models, the selected Proposal shall commence with the manufacture of the units by a qualified metal fabrication company; conduct the required bus stop site surveys; and prepare the required engineering site drawings to obtain permitting approval for the installation of the new bus shelter models.
11. The Successful Proposer shall obtain all required approvals and permits, and shall be responsible for paying all fees as required by the County or other agencies, for any instance, to properly and effectively install the new bus shelter models as directed by the County.
12. Within 10 calendar days of receipt of a written notice of complete assembly by the Successful Proposer, the County will conduct an inspection of the manufactured new bus shelter models. Within 48 hours of the inspection, the County will provide written notice to the Successful Proposer, identifying the acceptance of the new bus shelter models as manufactured for the County, or notifying the Successful Proposer of any changes/clarification required for the manufactured units. The Successful Proposer shall retain sole and exclusive ownership of each manufactured bus shelter until the manufactured units are installed and accepted by the County.
13. The Successful Proposer shall warehouse manufactured bus shelter units until they are installed. The Successful Proposer shall be responsible for the bus shelter 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 shelter.
14. Any new bus shelter model unit manufactured and installed by the Successful Proposer under this contract shall become the sole property of the County at the conclusion of this contract.
15. The rights to the design of the new bus shelter models, as designed, developed and tested by the Successful Proposer under this contract for the County, shall be transferred to the County and shall become the sole property of the County at the conclusion of this contract.
16. The County will accept and evaluate optional designs for the full-size and slim-size bus shelter models proposed by the Successful Proposer. All requirements listed under this section for new bus shelter model designs will apply.

## 2.22 Bus Shelter's Installation Criteria

There are 4 models of bus shelters to be installed, identified by Table 2.2:

**Table 2.2: Shelter Models**

Bus Shelter Model	Description (Specifications)
Model 1	Full-size bus shelter ( <i>Exhibit B, Existing Bus Shelter Designs</i> )
Model 2	Slim-size bus shelter ( <i>Exhibit B, Existing Bus Shelter Designs</i> )
Model 3	Cantilever bus shelter/bus stop protective roof structure ( <i>Exhibit G, Cantilever and Enhanced Full-Size Shelter Design Specifications, Bus Shelter Connector Detailed Sketch with Backup Documentation</i> )
Model 4	Full-size bus shelter with partial coverage on its four walls. This model, which is an enhancement to the existing full-size bus shelter model (Model 1), shall be for retrofitting existing full-size bus shelters as directed by the County. ( <i>Exhibit G, Cantilever and Enhanced Full-size Shelter Design Spec</i> )

## 2.23 Bus Shelter Model Selection Criteria and Installation Scenarios

### A. Bus Shelter Model Installation Scenarios and Requirements

The following primary scenarios, based on site-specific criteria, will dictate the bus shelter model that may be installed at locations. There are limitations based on available right-of-way that might pursuant specific bus shelter model installation.

- **Scenario 1:** The bus stop sign is placed directly on existing sidewalk with existing curb and gutter, and no predetermined shelter concrete pad and landing concrete pad installation is required. The bus shelter model will be selected following the bus shelter model selection criteria listed in this section.
- **Scenario 2:** If the bus stop sign is placed directly on existing sidewalk with no curb and gutter, the Successful Proposer shall be responsible for the installation of a curb and gutter in front of the space where the shelter will be installed (15' in the side of the upcoming traffic and 5' in the other side) prior or during the installation of the bus shelter unit at that site. The Successful Proposer shall be also responsible for installing the predetermined shelter concrete pad associated to the bus shelter model that is being installed at the site, and a landing concrete pad of 5' X 8". The bus shelter model will be selected following the bus shelter model selection criteria listed in this section.
- **Scenario 3:** If the bus stop sign is placed in sites with no existing sidewalk and with no existing curb and gutter, the Successful Proposer shall be responsible for the installation of a curb and gutter in front of the space where the shelter will be installed (15' in the side of the upcoming traffic and 5' in the other side) prior or during the installation of the shelter at that site. The Successful Proposer shall be responsible for installing, at that same site, the predetermined shelter concrete pad associated to the bus shelter model that is being installed at the site, and a landing concrete pad of 5' X 8". The bus shelter model will be selected following the bus shelter model selection criteria listed in this section.

### B. Bus Shelter Model Selection Criteria:

The following are the available right-of-way requirements for the selection of the bus shelter model that may be installed at locations. Table 2.3 shows the available right-of-way requirements by bus shelter model.

- **Bus Shelter Model 1:** The full-size bus shelter model may be installed if the measurement of the right-of-way available at that site, from the end of the curb to the end of the right-of-way is 11', as detailed in *Exhibit B, Existing Bus Shelter Designs, Footing Schedule (page 3 of 33)*. The full-size bus shelter model will require a minimum footing space of 7' 0" width X 14' 6" length.
- **Bus Shelter Model 2:** The slim-size shelter model may be installed if the measurement of the right-of-way available at that site from the end of the curb to the end of the right-of-way is 8', as detailed in *Exhibit B, Existing Bus Shelter Designs, Footing Schedule (page 3 of 15)*. This bus shelter model will require a minimum footing space of 4' - 6' 7/8" width X 14' 6" length.

- **Bus Shelter Model 3:** The cantilever bus shelter/bus stop protective roof structure may be installed if the measurement of the right-of-way available at that site from the end of the curb to the end of the right-of-way is 6' or less, as provided in *Exhibit G, Cantilever and Enhanced Full-size Shelter Design Spec.*

**Table 2.3: Available Right-of-Way Area Requirements for Bus Shelter Selection**

Bus Shelter Model	Available Right-Of-Way Requirement (ft.)	Requirement for Installation
Model 1 (Full-Size)	11	Min. footing space = 7' 0" width X 14' 6" length
Model 2 (Slim-Size)	8	Min. footing space = of 4' 0"- 6' 7/8" width X 14' 6" length
Model 3 (Cantilever/Bus Stop Protective Roof Structure)	6 or less	1' 0" width X 14' 6" length
Model 4 (Enhanced Full-Size Model)	11	Min. footing space = 7' 0" width X 14' 6" length

**2.24 Additional Installation Criteria**

- A. The Successful Proposer shall manufacture and install the Bus Shelter Model 1 and Bus Shelter Model 2 under the two (2) existing Miami-Dade County NOAs, as stipulated in the order, and at the Successful Proposer's expense, and as detailed in *Exhibit B, Existing Bus Shelters Designs.*
- B. The Successful Proposer shall:
  - Within 90 calendar days, obtain all required approvals and permits, and shall be responsible for paying all fees as required by the County or other agencies, for any instance, to properly and effectively install the new bus shelters as directed by the County.
  - Manufacture the bus shelters as ordered by the County at the Successful Proposer's expense.
  - Install the bus shelters as specified under the County's existing NOAs at the Successful Proposer's expense.
- C. Within 10 calendar days of receipt of a written notice of complete fabrication by the Successful Proposer, the County will conduct an inspection of the manufactured bus shelter components. Within 48 hours of the inspection, the County will provide written notice to the Successful Proposer, identifying the acceptance of the bus shelter components, as manufactured for the County, or notifying the Successful Proposer of any changes/clarification required for the acceptance of the manufactured bus shelter components. The Successful Proposer shall retain sole and exclusive ownership of the components for each manufactured bus shelter until the manufactured bus shelter is installed and accepted by the County.
- D. The Successful Proposer shall warehouse manufactured bus shelters and install the bus shelters as directed by the County. The Successful Proposer shall be responsible for the bus shelter 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 shelter.
- E. Any new bus shelter unit manufactured and installed by the Successful Proposer under this contract shall become the sole property of the County at the conclusion of this contract.

**2.25 New Bus Shelter Quantities**

The number of bus shelter units by model to be designed, manufactured, installed and furnished by the Successful Proposer, as directed by the County, is shown in table 2.4. The number of bus shelter units by model may vary based on service requirements as directed by the County.

**Table 2.4: Existing Units and Total Units to be Furnished and Installed by Bus Shelter Model**

<b>Bus Shelter Model</b>	<b>Total Existing Units</b>	<b>Total Units to be Installed</b>
Model 1 (Full-Size)	998	10
Model 2 (Slim-Size)	49	10
Model 3 (Cantilever/Bus Stop Protective Roof Structure)	0	330
Model 4 (Enhanced Full-Size Model)	0	10
<b>Total</b>	<b>1,047</b>	<b>360</b>

In the event that Bus Shelter Model 1 or Bus Shelter Model 2 cannot be installed at a site due to insufficient right-of-way space to install them and meeting ADA compliance at the same time, Bus Shelter Model 3 should be installed.

### **2.26 Existing Bus Shelter Removals and Installations**

- A. In the event a bus stop having a bus shelter 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 deemed necessary by the County, the County will require, via written notification, that the Successful Proposer remove the affected/designated bus shelter at the Successful Proposer's expense. The County may also require that the Successful Proposer remove a bus shelter if it is subject to repeated vandalism. Removal of a bus shelter may include removal of the bus shelter's foundation, if specified in the County's written notice. The cost to be paid by the Successful Proposer.
- B. The Successful Proposer shall properly remove the bus shelter within 30 calendar days from issuance of the County's written request, unless additional time is specified by the County's Project Manager. The Successful Proposer shall be responsible for the lawful removal and delivery of the bus shelter components to the Successful Proposer's storage facility or to a County's facility, as specified in the County's written notice.
- C. The Successful Proposer may be responsible for the removal and/or relocation of up to 24 bus shelters per contract year.
- D. The Successful Proposer shall install the bus shelter within 45 calendar days from issuance of the County's written notice, unless the timeframe is modified by the County's Project Manager.
- E. The Successful Proposer shall obtain all approvals and permits and shall be responsible for paying fees as required by the County and any other agencies, for any instance, to properly remove/install bus shelters.
- F. In the event the Successful Proposer fails to remove a bus shelter as specified herein, the County may take necessary actions to remove the bus shelter. The Successful Proposer is obligated to reimburse the County for actions taken under this provision.

### **2.27 Installation and Maintenance of Bus Shelter's Lighting System**

- A. The Successful Proposer shall install LED courtesy lamps at all 197 existing bus shelters (shelters without advertising box), and at all future bus shelters or protective roof structure units, not having a backlighted advertising box in order to properly illuminate the interior space; the entire upgrade project shall be completed within the first year that commences from the Contract Date (NPT), or sooner at specific bus shelters and specific route corridors as directed by the County, and at the Successful Proposer's expense.
- B. The Successful Proposer shall ensure a sufficient stock of LED lighting system/solar system components in order to make expedient repairs to bus shelter and be able to repair or replace all non-operational bus shelters within 48 hours of its discovery by the Successful Proposer, or after receipt of such bus shelter illumination concerns from the County or the public.
- C. The output from the LED lighting system shall provide safe and proper illumination at the bus shelter, in terms of lighted visibility, from dusk until dawn.
- D. The Successful Proposer hereby agrees that the County may collect funds as detailed in Paragraph 2.19 "Penalty for Failure to Perform" of the RFP, or deduct from any monies owed, for failure to perform required upgrades and repairs to bus shelter illumination for the County in accordance with the timeframe as set forth in this paragraph.

**2.28 Optional Smart Shelter Technology**

- A. The Successful Proposer may propose, furnish, install, and maintain in a proper operational state Smart Shelter Technology and components for all bus shelter models as described in Paragraphs 2.10 "Maintenance Standards" and 2.11 "Repair of Damaged or Vandalized Bus Shelters". If provided, the Smart Shelter Technology shall be included in the design of the new bus shelter models. Installation of these devices are to be done by the Successful Proposer at no cost to the County. Smart Shelter Technology devices are not limited to the following list:
1. An interactive advertising panel capable of displaying a County provided real-time predictive bus arrival information feed.
  2. Low cost and low energy consumption real-time passenger information signs.
  3. Shelter security lighting. LED type. Day light. Minimum of 5000K.
  4. Built-in hotspots for public free Wi-Fi access with unlimited data.
  5. Two-way communication allowing for current operational status of all shelter digital devices.
  6. Dual Port USB ruggedized charging station.
  7. Content management solution, allowing the County to approve respective ads.
  8. Built in wireless connectivity via supporting the latest LTE generation modem with an unlimited data plan at no cost to the County.
  9. Smart waste collection sensors.
- B. The Successful Proposer shall ensure a method to properly and effectively accommodate the Smart Shelter Technology components to all shelter models.
- C. Any components designed, developed, tested and installed by the Successful Proposer under this contract shall remain in place and become the sole property of the County at the conclusion of this contract.
- D. Within 45 calendar days following award by the County of the resultant contract, the Successful Proposer shall submit to the County a schedule for the deployment of all new technology included in the proposal.

**2.29 Optional Smart Bus Stop Technology**

- A. The Successful Proposer will have the opportunity to include, as part of their proposal, new technologies to be installed at all new and existing bus shelter amenities, including bus stop sites without a bus shelter.
- B. The Successful Proposer may propose, furnish, install, and maintain in a proper operational state Smart Bus Stop Technology and components for all Miami-Dade County bus stops countywide. Installation of these devices are to be done by the Successful Proposer at no cost to the County. Smart Shelter Technology devices are not limited to the following list:
1. Low cost and low energy consumption real-time passenger information signs.
  2. Mobile device beacons for data gathering and provide ETA information.
  3. Bluetooth low energy (BLE) beacons to transmit bus stop information (location, routes, next bus arrivals, etc.) to the smart phones of riders with visual impairments.
  4. Smart stickers with NFC and QR codes at bus stops Countywide to enable travelers to access real-time schedules via their smartphone.
  5. Mobile device beacons to consult real-time availabilities and location of near-by bike-sharing stations and others services.
  6. The Successful Proposer is to provide an open data platform using Application Programming Interface (API) technologies that enable bi-directional data sharing.
  7. This functionality enhances the integration capabilities to leverage system data for other applications and facilitate various integration with other systems.
  8. The Successful Proposer is required to integrate to Miami-Dade County's Smart Mobility Platform and is responsible for any third-party cost to integrate.



9. All data shall be made accessible via the open API.
  10. The Successful Proposer shall facilitate business intelligence, analysis and trending.
- C. The Successful Proposer shall ensure a method to properly and effectively accommodate the Smart Bus Stop Technology components.
  - D. Any components designed, developed, tested and installed by the Successful Proposer under this contract shall remain in place and become the sole property of the County at the conclusion of this contract.
  - E. Within 45 calendar days following award by the County of the resultant contract, the Successful Proposer shall submit to the County a schedule for the deployment of all new technology included in the proposal.

### **2.30 Program Records**

The Successful 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 Successful Proposer for a period as specified in the attached Agreement, Article 15, 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 Successful 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.

### **2.31 Audited Financial Report**

- A. Within 90 calendar days from a one-year period from the effective date for the resultant contract, and for each one-year period thereafter, and within 30 calendar days following termination of the resultant contract the Successful 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 Successful 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.

### **2.32 Billings and Collections Report**

- A. The Successful Proposer shall provide the County's Project Manager, a semiannual Billings and Collections Report on or before the 20th calendar day of each reporting period. This report shall provide an account of gross billings, net billings, and all collections for the previous period for advertising activities. This report shall be in the format prescribed by the County and affirmed by the Successful Proposer certifying the accuracy of such billings and collections.
- B. At a minimum, the Billings and Collections Report shall contain the following information:
  1. Semiannual gross sales and billings of advertising space sold, itemized per each bus shelter.
  2. Advertising agency commissions paid, if applicable.
  3. Monthly rate sheet for bus shelter advertising for the previous six (6) month period.
  4. Number of bus shelter 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 Successful Proposer shall provide all active customer contracts.

### **2.33 Bus Shelter Program Sales Report**

The Successful Proposer shall provide the County's Project Manager, a semiannual Bus Shelter Program Sales Report on or

before the 20th calendar day of each reporting period. This report shall contain the following information:

1. List of each bus passenger shelter location.
2. Total gross advertising sales for the period.
3. Total net advertising sales for the period.
4. Total number of available advertising boxes/ faces (to include possible available digital ad spaces).
5. Total number of advertising faces sold, itemized by bus shelter.
6. Total number of advertising faces not sold.
7. Total spaces sold, itemized by bus shelter location.
8. Total spaces used for public service advertisement.
9. Total number of new bus passenger shelters/removed.

### **2.34 Smart Bus Stop and Shelter Technologies Report**

The Successful Proposer shall provide the County's Project Manager, a monthly Smart Technology Report on or before the 20th calendar day of each reporting period. This report shall contain the following information:

1. List of bus stops and bus shelters with Smart Bus Stop technology and/or Smart Bus Shelter technologies.
2. Synopsis of the status and operation of the Smart Bus Shelter technologies.
3. Synopsis of the status and operation of Smart Bus Stop technologies.

### **2.35 Incident Report**

The Successful Proposer shall provide the County's Project Manager, a monthly Incident Report on or before the 20th calendar day of each reporting period. This report shall contain the following information:

1. List of bus shelters damaged/vandalized with the date the incident was discovered or reported and the date the Successful Proposer responded to the incident.
2. Synopsis of the type of damage and the Successful Proposer's response to each incident, to include if the LED lighting system components within the advertising boxes was damaged.
3. Synopsis of the type of damage and the Successful Proposer's response to each incident, to include if the smart technology components for bus stop and bus shelters have been damaged.
4. Customer service calls report of calls received from the County and/or public regarding repair, damage, and maintenance issues.

### **2.36 Changes to Report Information**

The Successful 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 calendar days in advance of the reporting deadline date.

### **2.37 Failure to Report**

- A. If the Successful 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. The Successful Proposer is obligated to reimburse the County for actions taken under this provision.
- B. The Successful Proposer hereby agrees that the County may assess a penalty fee, as specified by Paragraph 2.19 "Penalty for Failure to Perform" of the RFP, 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 Successful Proposer is obligated to reimburse the County for actions taken under this provision.

### **2.38 Financial Capacity**

- A. Proposer shall be financially solvent to comply with the scope of service described in this RFP.
- B. Certified Financial statement shall be provided upon request, in accordance with Paragraph 4.4 "Financing Evaluation".
- C. Proposer may, in lieu of providing Bonding, as herein specified, submit a letter of Credit, in accordance with Article 40 of

the Agreement.

### 3.0 RESPONSE REQUIREMENTS

#### 3.1 Submittal Requirements

- A. In response to this Solicitation, Proposer shall complete and return the entire Proposal Submission Package, Attachment A. 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.
- B. Proposers shall prepare and submit a Technical and Cost Proposal in accordance with the requirements of Attachment B “Proposer Information Document”. 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, 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 fifty (150) points per Competitive Selection Committee member. The Technical Criteria will be evaluated in accordance with the requirements of Attachment B "Proposer Information Document".

<u>Technical Criteria</u>	<u>Points</u>
A. <u>Project Plan/Technical Approach</u> Plan to execute the County's Bus Passenger Shelter Program, which includes; bus shelter design, manufacturing, installation, maintenance and removal	35
B. <u>Proposer's Corporate Experience and Past Performance</u> Proposer's relevant experience in the Bus Shelter Outdoor Advertising Industry , qualifications, and past performance with related hardware and software installation/integration.	25
C. <u>Proposer's Staff Experience and Past Performance</u> Relevant experience and qualifications of key personnel in the Bus Shelter Outdoor Advertising Industry, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors.	25
D. <u>Presentation of Innovative Concepts</u> Value-added, implementation of innovative concepts (Smart Bus Stop Technology and Smart Bus Shelter Technology), quality of Shelter Construction	25
E. <u>Financial Plan</u> Strength and completeness of the Proposer's Pro Forma.	5
 <u>Price Criteria</u>	 <u>Points</u>
F. <u>Proposal Price</u> Proposers are required to provide a competitive fixed cost inclusive of all proposed services and technical solutions contained in the proposer's proposal by completing Attachment C "Bid Price Schedule". Price evaluation and scoring shall be in accordance with Paragraph 4.3 below.	35

#### 4.3 Price Evaluation and Scoring

The County will score each Proposal Price Schedule, Attachment C, using the following formula:  $(A/B)*C$  ((A divided by B) times C) for Criteria G where:

- 1) A is Total Price of the lowest price Cost Proposal
- 2) B is Total Price of the Cost Proposal being scored
- 3) C is Cost points available

(Example: A=\$1,000,000, B=\$1,100,000, C=200;  $(\$1,000,000/\$1,100,000)*200=181$  points)

The Proposer with the lowest total proposed cost will receive a perfected cost score equal to the total number of points. Proposals with higher proposed total cost will receive proportionally lower cost scores.

#### 4.4 Financing Evaluation

The Proposer's Financial Plan, Technical Criteria E, will be evaluated in combination with the technical proposal, including an evaluation of how it matches the Proposer's understanding of the County's needs as described in this Solicitation, the Proposer's assumptions, and the value of the proposed services.

#### 4.5 Oral Presentations

Upon evaluation of the technical and price criteria indicated above, 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.

#### 4.6 Selection Factor

A Selection Factor is not applicable to this Solicitation.

#### 4.7 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.

#### 4.7 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

### 5.1. Special 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 Successful Proposer 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 Successful Proposer, 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. UAP will apply to Successful Bidder payments for the cost of new shelter purchase and installation.

## 6.0 ATTACHMENTS

### 6.1. Attachments to the RFP

Attachment A	Proposal Submission Package: Proposer Information Section Web Forms – Proposal Submittal Form, Fair Subcontract Practices Affidavit, Subcontractor Listing, Lobbyist Registration Form, and Successful Proposer Due Diligence Affidavit
Attachment B	Proposer Information Document
Attachment C	Proposal Price Schedule
Attachment D	Draft Form of Agreement
Attachment E	Sample Pro Forma
Attachment F	Form of Payment and Performance Bonds
Attachment G	Living Wage Supplement

### 6.2. Exhibits to the RFP

Exhibit A	County's Current Bus Shelters Inventory
Exhibit B	Existing Bus Shelter Designs
Exhibit C	County Required Shelter Cleaning and Maintenance Procedures
Exhibit D	County Required Bus Shelter Components
Exhibit E	Painting of Existing Bus Shelters Scope of Services
Exhibit F	Replacement Trash Receptacles
Exhibit G	Cantilever and Enhanced Full-Size Shelter Design Spec
Exhibit H	LED Lighting System Components

## PROPOSER INFORMATION DOCUMENT

### I. GENERAL REQUIREMENTS

- A. The information submitted in response to this RFP must be complete and contain the information requested under Section II "Proposal Submission Requirement". Failure to provide all requested information or any significant deviation from this format might be cause for rejection of the response.
- B. All information submitted will become property of the County. The County reserves the option to request any Proposer submitting a response to clarify its response or to supply additional information, as necessary.
- C. Proposers must submit a complete proposal in response to this RFP, using the forms provided as Attachment of the RFP and requirements stated in this document. Submission of the Proposer's proposal will be construed by the County as the Proposer's acceptance of the procedures, evaluation criteria, and other administrative instructions in this RFP.
- D. The Proposer must provide all assumptions used to generate the information in the proposal.
- E. The County reserves the right to make clarifications to the scope of work to be performed under this Agreement during contract negotiations with the Proposer.

### II. PROPOSAL SUBMISSION REQUIREMENTS

#### A. Project Plan/Technical Approach

The Proposer should demonstrate the relevant experience of its staff/project team by presenting in its Technical Proposal, the qualifications and capabilities of each key team member. The Proposer or proposing team should have a minimum period of five (5) years relevant experience performing construction, maintenance, and advertising, complete prior to the required submittal date of the RFP, as related to the requirements of the RFP. Demonstrated work should be commensurate with the size and scope of the requirements for this solicitation.

Describe Proposer's specific project plan based on the Proposer's understanding of the project goals and objectives, and the capability of the Proposer to meet such goals and objectives, to include the following:

#### 1. Maintenance Standards

- a) Describe how your company (or project team) will comply with the County's Bus Shelter Maintenance Standards.
- b) Provide a brief general description of how your company (or project team) will be able to operate bus shelters according to the County's Bus Shelter Maintenance Standards and described Paragraph 2.10 "Maintenance Standards" of the RFP.
- c) Explain how your company (or project team) will be able to maintain all bus shelters, including existing and new bus shelters, in a clean, repaired and operational state at all times with an attractive appearance following the County's required bus shelter cleaning and maintenance procedures. Describe the shelter monitoring plan that your company will put in place to ensure that all shelters are in top condition for service.
- d) What tools will be used to monitor cleanness and operational state of all bus shelters?
- e) How often bus shelters will be monitored/inspected and cleaned?



2. Bus Shelter Components
  - a) What type of maintenance protocols does your company (or project team) will put in place to repair all damaged, missing or non-operational bus shelter components?
  - b) Describe how your company (or project team) will maintain safe and proper illumination at all bus shelters, in terms of lighted visibility at the bus shelter, from dusk until dawn, at all times.
  - c) Explain how your company (or project team) will install and repair all non-illuminated bus shelters.
  - d) How often shelters will be monitored/inspected?
3. Surrounding Areas of Bus Shelters
  - a) Explain the proposed plan to maintain the area surrounding each bus shelter clean and with an attractive appearance.
  - b) Explain how your company (or project team) will kept the shelter and surrounding areas free of graffiti, overgrown grass and/or weed, overflowing trash, litter, debris, and others.
4. Permits and Fees

State your company's (or project team) ability to comply obtain all necessary approvals and permits and pay for fees as required by the County and any other agencies to properly maintain, repair, install, remove, and upgrade bus shelters and bus shelter components.
5. Repair of Damaged or Vandalized Bus Shelters
  - a) Explain your company's (or project team) plan, resources and team to repair, remove and install any vandalized/damaged bus shelters.
  - b) State your company's (or project team) ability and protocols to reinstall repaired bus shelters within 30 days of removal and comply with all bus shelter installation standards.
6. Customer Service
  - a) Describe your company's (or project team) customer service plan, including the provision of toll-free phone system/answering service, available 24 hours a day, seven (7) days a week, for customer service calls from the public and the County.
  - b) Explain how your company (or project team) will ensure that incoming calls never get a busy signal and have a representative available at all times to answer or immediately return calls related to emergency and urgent situations.
  - c) Explain how your company (or project team) plans to display the customer service phone number (toll-free phone number) and other relevant information visible.
7. Bus Shelter Components and Parts

Describe your company's (or project team) ability and plan to maintain enough shelter components/spare parts available to make expedient repairs of damaged bus shelters for all existing bus shelter design models.
8. Painting of Existing Bus Shelters

Explain your company's (or project team) proposal to provide professional painting services for bus shelters within 4 years from the Contract Date. What is the proposed timeline?
9. Replace Trash Receptacles
  - a) Describe your company's (or project team) plan to furnish and install replacement trash receptacle at all existing bus shelters and new bus shelters installed by your company.
  - b) Explain how your company (or project team) will be able to replace missing or damaged trash receptacle.
10. Advertising Services
  - a) Describe your company's (or project team) ability and experience in designing, producing and installing commercial advertising displays and materials.

- b) Explain your company's (or project team) proposal for using bus shelters and bus stops for advertising purposes.
  - c) Explain your company business plan for generation of revenue that might include selling advertising at the bus shelters, and mobile advertising at all bus stops among others.
  - d) Explain how your company (or project team) will install and maintain high quality, expertly designed commercial advertising displays on bus shelters.
  - e) Describe your company's (or project team) protocols to adhere to generally accepted principles of advertising in relation to good taste and truth in advertising and comply with Florida Statutes and County's advertising standards.
  - f) Explain your company's (or project team) ability and protocol to remove non-complaint bus shelter advertisement panels and materials.
  - g) Describe your company's (or project team) performance incentive proposal for this Program.
  - h) Explain how your company (or project team) will ensure to the County exclusive access to, at minimum, 3% of the County-owned bus shelters with an advertising box for County self-promotional announcements.
11. State your company's ability to comply with the required submission reports based on this RFP. Recommend an alternative approach if needed.
  12. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project.
  13. Provide a project schedule identifying specific key tasks and duration.
  14. Identify if Proposer identified an alternative(s) and the cost implications of the alternative(s).
- B. Proposer's Corporate Experience and Past Performance
1. Describe the Proposer's (Proposer's team) past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served. Provide the names and addresses of all first tier subcontractors. 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. Bus Shelter Design, Manufacturing, Installation, Maintenance and Removal:
    - a) State your company's (or project team) ability and experience in designing, manufacturing, installing and maintaining innovative, cost effective, and aesthetically-pleasing bus shelters for tropical weather that comply with ADA provisions, address tropical weather conditions (e.g., sun, rain, humidity, etc.).
    - b) Describe your company's (or project team) experience in climate-sensitive design for outdoor public spaces (particularly bus shelters) for tropical climate.
    - c) Describe your company's (or project team) ability and experience in designing, manufacturing and installing the 4 bus shelter models with bike parking facilities requested in this RFP. Provide a list of previous projects.
    - d) Describe your company's (or project team) proposal for designing, manufacturing, warehousing, installing and maintaining the 4 bus shelter models. Provide the planned timeline for submission of designs.
  3. Bus shelter outdoor advertising:
    - a) Describe the Proposer's overall experience and specific project experiences, a minimum of five (5) years in the bus shelter outdoor advertising industry is preferred in geographical Miami-Dade County and in the United States of America. Experience should be with projects of similar scope and magnitude as described in this RFP.
    - b) State the number of years that the Proposer has been in existence, and the primary markets served. Specific consideration in the evaluation and scoring of proposals will be assigned to demonstrated

successful examples of bus passenger shelter contracts with large Transit agencies and/ or municipal Transit contracts within the United States.

4. Provide a description of three bus passenger shelter contracts, which the Proposer (or its subcontractors) 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 a minimum, collectively cover; (a) designing bus shelters, (b) manufacturing and installing bus shelters, (c) maintenance of bus shelters, and (d) selling advertising on bus shelters with revenue payments to the client. Where possible, list and describe those projects performed for government clients or similar sized private entities, excluding work performed for Miami-Dade County.

The following information should be presented in a spread sheet for each bus passenger shelter contract mentioned above:

- a) Client, contact person, title, and phone number.
  - b) Contract number and/or title.
  - c) Name of both transit entity and/ or municipality and country where work was/ is being performed.
  - d) Total revenue value of the contract to the client (projected for ongoing contracts and actual for completed contracts).
  - e) Dates covering the term of the contract.
  - f) State whether Proposer was the prime contractor or subcontractor.
  - g) Description of work, including, but not be limited to:
  - h) Average timeframe for design, manufacturing and installation of bus passenger shelters.
  - i) Brief description of the maintenance services provided.
  - j) Average number of advertising customers per month.
  - k) Proposer's average gross advertising revenue per month.
  - l) The results of the project.
5. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.

C. Proposer's Key Personnel and Subcontractors Experience and Past Performance

1. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants and shall include the functions to be performed by the key personnel. All key personnel includes all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
2. The Proposer should describe the relevant experience of each key member of the Proposer's staff/project team by presenting in its Technical Proposal. The qualifications and capabilities of each key team member should be described, and have a preferred minimum of three (3) years relevant experience, complete prior to the required submittal date of this RFP. Demonstrated Work should be commensurate with the size and scope of the requirements for this solicitation. Describe the relevant experience on previous similar projects, qualifications, and other vital information of all key personnel who will be assigned to this project. Key personnel shall refer to all managers, high-level advertising staff, engineers/designers, legal, accountants, and other professional staff, including those of subcontractors.

The following information should be presented for each key personnel mentioned above:

- a) Identify the title of each key personnel.
- b) Distinguish the Proposer's employees and employees of the subcontractors or sub consultants.
- c) Identify the Proposer's Project Manager.
- d) Describe the functions each key personnel will perform on this project.
- e) Provide resumes, if available with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.
- f) Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project.

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

D. Presentation of Innovative Concepts

1. Describe in detail the Proposer's proposed innovative concept for the fabrication and installation of new-design cantilever bus shelters or protective roof structures at bus stop sites having six (6) feet or less than six (6) feet of available space in the public right-of-way, and of which the concept requires no easement of the adjacent private property in order to meet ADA requirements for wheelchair accessibility in front of the roof support posts, and that provides comfort and convenience for passengers.
2. Describe in detail the Proposer's proposed innovative concept to accentuate the County's existing bus shelters with added illumination that will not negatively affect the duration of the illumination of the solar-powered, back-lighted advertising box from dusk to dawn.
3. State your company's (or project team) ability and experience in installing, operating and maintaining smart bus stop technology.
4. State your company's (or project team) ability and experience in installing, operating, and maintaining smart bus shelter technology.
5. Will your company (or project team) deploy, operate and maintain smart bus stop technology and smart bus shelter technology? If yes, describe your company's (or project team) ability and proposal to install, maintain and operate these smart technologies. Describe the smart technology planned for incorporation into the project.
  - a) How many bus stop sites will have smart bus stop technology?
  - b) How many bus stop sites will have smart bus shelter technology?

E. Financial Capacity

The Proposer shall be financially solvent to perform the service described in this RFP, financial capacity will be demonstrated by the Proposer by submitting the following documents:

1. Stating, via a narrative statement, the Proposer's financial capability to successfully perform this project.

2. Describe Proposer's approach to finance the Project and the resources Proposer intends to utilize. Identify all sources of capital and list respective amount(s) for each.
3. 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 E "Sample Pro Forma".

The Pro Forma should include:

- a) Financing
  - b) Construction Costs
    - i) Total hard costs
    - ii) Total soft costs
  - c) Operating / Maintenance Costs

Operating expenses shown in total dollars, dollars per gross square foot and as a percentage of revenues.
  - d) Advertising Revenues
    - i) Total gross revenues
    - iii) Total net revenues
  - e) Returns
    - i) Proposer's internal rate of return
    - ii) Return on investment
    - iii) Return on equity
4. Provide documentation which clearly demonstrates the Proposer's financial strength and ability to develop the Project. Such documentation may include the Proposer's most recent certified business financial statements as of a date not earlier than the end of the Proposer'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 Miami-Dade 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.

F. Proposal Price

Using Attachment C "Proposal Price Schedule", Proposers are required to provide a competitive fixed cost inclusive of all proposed services and technical solutions contained in the Proposer's proposal by using the required tables and worksheets, in accordance with Paragraph 2.8 "Method of Payment" of the RFP.