

DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☒ New ☐ OTR ☐ Sole Source ☐ Bid Waiver ☐ Emergency Previous Contract/Project No. RFP784
☐ Contract
☐ Re-Bid ☐ Other LIVING WAGE APPLIES: ☐ YES ☐ NO
 Requisition No./Project No.: RQMT1500015 TERM OF CONTRACT 15 YEAR(S) WITH 5 YEAR(S) OTR

Requisition /Project Title: Bus Passenger Shelter Program

Description: The purpose of this RFP is contract with a qualified firm to manage the ongoing cleaning, maintaining, and repairing of the existing bus shelters and expand the location of bus shelters at designated locations. Revenue generating, no funding provided.

Issuing Department: DTPW Contact Person: Raonel Rodriguez Phone: 786-469-5328
 Estimate Cost: \$0 Funding Source: GENERAL FEDERAL OTHER
N/A

ANALYSIS

Commodity Codes:	<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.			
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:			
Small Business Enterprise:			
Contract Value:	\$	\$	\$
Comments:			
Continued on another page (s): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			

RECOMMENDATIONS

	<u>Set-aside</u>	<u>Sub-contractor goal</u>	<u>Bid preference</u>	<u>Selection factor</u>
SBE				
Basis of recommendation:				
Signed: <u>Brian Webster</u>		Date sent to SBD: <u>11/3/2016</u>		
		Date returned to DPM: _____		

REQUEST FOR PROPOSALS (RFP) No. _____
FOR
BUS PASSENGER SHELTER PROGRAM

PRE-PROPOSAL CONFERENCE TO BE HELD:

(DATE) TBD at 10:00 AM (local time)
111 NW 1st Street, 19th Floor, Main Conference Room, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

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

COUNTY CONTACT FOR THIS SOLICITATION:

Name and Title: TBD
Address: 111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375- _____
E-mail: TBD

PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:

(DATE) _____ at 2:00 PM (local time)
at
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, Florida 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board 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 mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services and provide the stated payments. 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.

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. 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. Proposers who obtain copies of this Solicitation from sources other than the County's Internal Services Department, Procurement Management Division's (DPM) website at www.miamidade.gov/dpm or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS**1.1 Introduction**

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

The County anticipates awarding a contract for a fifteen- (15) year period, with one (1) option to renew (OTR) for a five- (5) year period.

The anticipated schedule for this Solicitation is as follows:

Solicitation issued:	(DATE)
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 ISD ADA Coordinator at (305) 375-1564 at least five days in advance.
Deadline for receipt of questions:	(DATE)
Proposal due date:	See front cover for date, time and place.
Evaluation process:	(DATE)
Projected award date:	(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 "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
4. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
5. The word "Solicitation" to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
6. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
7. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. Proposers may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. The County may accept or reject the exceptions at its sole discretion and the Proposer's proposal shall be binding on the Proposer as if submitted without exception. The County reserves the right to request and evaluate additional information from any respondent after the submission deadline as the County deems necessary.

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

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

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence

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

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

The provisions do not apply to, among other communications:

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

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

made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at CLERKBCC@MIAMIDADE.GOV.

1.5 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.6 Lobbyist Contingency Fees

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

1.7 Collusion

Where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same services shall also be presumed to be collusive. 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.

2.0 SCOPE OF SERVICES

2.1 Introduction

- A. 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 to establish a contract to manage the Bus Passenger Shelter Program (Program) to provide for the ongoing cleaning, maintaining, and repairing of the existing bus shelters located in unincorporated Miami-Dade County and in any municipalities which may opt to participate in this bus passenger shelter contract, and to also expand the bus shelter Program through the installation of new bus shelters at bus stops located in unincorporated Miami-Dade County, and in municipalities participating in this contract, where bus shelters currently do not exist.

- B. There are approximately 3,300 bus stops located in unincorporated Miami-Dade County; approximately 1,035 of these bus stops have a bus passenger shelter, leaving a balance of approximately 2,265 having no bus shelter. There are approximately 850 County bus shelters that currently have a backlighted, two-sided advertising box, for a total of 1,700 advertising faces available. The County's inventory of existing bus passenger shelters is provided in Exhibit A, Passenger Amenities at Bus Stops in unincorporated Miami-Dade County.
- C. The designs of the County's existing bus shelters are a full size model and a slim size model, with the full size model having two designs: one with an advertising box and one without an advertising box. The slim bus shelter model does not have an advertising box. 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.
- D. 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 all existing bus passenger 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 Miami-Dade County Board of County Commissioners authorize such a partnership, and upon the effectuation of a fully-executed agreement between the Municipality and the Board of County Commissioners.
- E. The selected Proposer shall pay for all costs required to perform Services specified in Section 2.0 (Scope of Services).
- F. The selected Proposer shall provide all Services specified in Section 2.0 (Scope of Services) for all existing bus shelters and for all new bus shelters added to the Program.
- G. The selected Proposer shall comply with all provisions of the "Responsible Wages" Ordinance, as set forth in Section 2.11.16 of the Code of Miami-Dade County.
- H. At the County's discretion, the selected Proposer shall manage the advertising content of freestanding advertising devices/ kiosks installed by the County at existing and future Transit facilities, as set forth in the contract. The selected Proposer shall also be responsible for the cleaning, maintaining and repairing of these advertising devices/ kiosks.

2.2 Objective

The objective of this solicitation is to establish a contract with a selected Proposer to manage the Program to provide the following Services:

1. Cleaning, maintaining and repairing existing and new bus passenger shelters installed under this contract, as located in unincorporated Miami-Dade County and in municipalities participating in this Contract, 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.
2. Expanding the bus passenger shelter program through the designing, development, manufacturing, and installation of an innovative, cost effective, and aesthetically pleasing cantilever bus passenger shelter, or overhead protective roof structure, for installation in the public right of way at every bus stop located in unincorporated Miami-Dade County where bus shelters currently do not exist, as directed by the County.
3. Designing, manufacturing, installing and maintaining new-design Premium Transit Hubs with a fully-enclosed, air-conditioned environment for waiting passengers, to also include Smart Shelter technology with interactive kiosks, built-in hotspots for public free Wi-Fi access, USB charging stations, security buttons with built-in webcam with 180-degree viewing for remote access for live-

feed audio/video interaction with County/ DTPW security personnel, and with incident recording capability, and security lighting, for placement at Metrorail and Busway stations, bus terminals, major bus transfer points and other key trip-generating bus stop locations, as directed by the County.

4. Generation of revenue for the County by selling advertising at the bus shelters.

2.3 Bus Shelter Maintenance

2.3.1 Maintenance Standards

- A. The selected Proposer shall maintain all bus passenger 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, 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 selected Proposer, or after receipt of such bus shelter maintenance concerns from the County or the public.
- B. The selected 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 selected 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 (10) feet from the outer edge of the bus shelter at all times. The selected Proposer shall cut the grass and trim weeds as necessary to comply with the maintenance provision herein and empty the bus shelter trash receptacles and pick up debris on a regular basis so as to prevent the trash receptacles from overflowing. The selected Proposer shall remove such graffiti, trim overgrown grass, remove overflowing trash within 24 hours of its discovery by the selected Proposer, or after receipt of such graffiti concerns from the County or the public.
- D. The selected Proposer shall ensure that every bus shelter has a County-specified or County-approved trash receptacle.
- E. The selected Proposer shall ensure that the selected Proposer's name and contact information is posted on each bus shelter in a manner that will not cause damage to the shelter upon removal.
- F. The selected Proposer shall be responsible to obtain all necessary approvals and permits and pay for fees as required by the County and any other agencies to maintain and upgrade each bus shelter site.
- G. The selected Proposer hereby agrees that the County may collect funds, or deduct from any monies owed, as detailed in Exhibit I, Failure to Perform/ Liquidated Damages, for failure to perform required bus shelter maintenance for the County according to the timeframe as set forth in Section 2.3, Bus Shelter Maintenance; Subsection 2.3.1, Maintenance Standards.

2.3.2 Repair of Damaged or Vandalized Bus Shelters

The selected Proposer shall:

1. Repair any vandalized/ damaged bus shelters; remove graffiti at bus shelters within 48 hours of its discovery by the selected Proposer, or after receipt of notice of such vandalism or damage from the County or the public.
2. Remove/ reinstall damaged bus shelters which cannot be repaired on-site within 48 hours.

- a. The selected Proposer shall reinstall repaired bus shelters within 30 days of removal or provide written notice to the County's Project Manager within 14 days of removal, if the damaged bus shelter cannot be repaired and reinstalled.
 - b. Reinstalled bus shelters shall comply with all requirements for bus shelter installation standards.
 - c. The selected Proposer shall obtain all approvals and permits and be responsible for fees as required by the County and any other governmental agencies to properly remove/ reinstall bus shelters.
 - d. The selected Proposer shall be responsible for the lawful removal of the bus shelter and any associated disposal fees of destroyed shelter components.
3. 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 selected Proposer or upon notice from the County or the public.
 4. Provide a written report to the County's Project Manager of bus shelters that have been subject to repeated vandalism.
 5. Obtain all approvals and permits and be responsible for fees as required by the County and any other agencies that are necessary to repair bus shelters.
 6. The selected Proposer hereby agrees that the County may collect funds as detailed in Exhibit I, Failure to Perform/ Liquidated Damages, or deduct from any monies owed, for failure to perform required bus shelter repairs for the County according to the timeframe as set forth in Section 2.3, Bus Shelter Maintenance; Subsection 2.3.2, Repair of Damaged or Vandalized Bus Shelters.

2.3.3 Phone Number

- A. The selected Proposer shall provide a toll-free phone number available 24 hours a day, seven (7) days a week to receive customer service calls from the public and the County related to the Program. The phone number shall be displayed on 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. The selected Proposer shall have a phone system/answering service for incoming calls to never get a busy signal. Questions, requests, and complaints received by the County from the public will be transferred to the selected Proposer's toll-free phone number for attention.
- C. In addition, the selected Proposer shall have a representative authorized to make decisions on behalf of the selected 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.

2.3.4 District Identification Number

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 selected Proposer shall post the distinct identification number on each bus shelter in a manner that will not cause damage upon removal.

2.3.5 Bus Shelter Components and Parts

The selected 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.

2.3.5 Painting of Existing Bus Shelters

- A. The selected 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 County-owned bus shelters, as detailed in Exhibit E, Painting of Existing Bus Shelters Scope of Services, at their 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 selected 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 selected Proposer shall complete the painting of all 1,035 existing County bus shelters, as specified and detailed in Exhibit E, Painting of Existing Bus Shelters Scope of Services, within four (4) years of the date of Notice to Proceed (NTP) issuance by the County, or sooner at specific bus shelters and along specific route corridors as directed by the County, and at the selected Proposer's expense.

2.3.7 Replace Trash Receptacles

- A. The selected Proposer shall furnish and install replacement trash receptacles, as specified in Exhibit F, Replacement Trash Receptacle, at the existing County-owned bus shelters and any new bus shelters installed by the selected Proposer. The selected Proposer shall install the replacement trash receptacles at those bus shelters that are missing the original County-specified bus shelter trash receptacle; 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, within 5 business days of its discovery by the selected Proposer, or after receipt of such trash receptacle concerns from the County or from the public, and at their expense.
- B. The selected Proposer shall furnish and install the County-specified trash receptacle at all new cantilever bus shelters and Premium Transit Hubs as installed by the selected Proposer at the bus stops.
- C. The selected Proposer hereby agrees that the County may collect funds, or deduct from any monies owed, as detailed in Exhibit I, Failure to Perform/ Liquidated Damages, for failure to replace missing or damaged trash receptacle components for the County according to the timeframe as set forth in Section 2.3, Bus Shelter Maintenance; Subsection 2.3.7, Replace Trash Receptacles.

2.3.8 Failure to Maintain

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

2.4 Advertising

The selected Proposer shall engage in activities specifically related to the selling of advertising on all existing bus shelters with an advertising box and / or innovative electronic displays at all new advertising bus shelters and Premium Transit Hubs installed by the selected Proposer. The selected Proposer shall sell advertising on bus shelters that produces the greatest amount of revenue for the County.

2.4.1 Advertising Standards

- A. The selected Proposer shall provide, install and maintain high quality, expertly designed commercial advertising displays on bus shelters designated by the County. The selected 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 selected Proposer is required to submit the advertisement to the DTPW Director, or County's Project Manager, for review and approval prior to installation.

B. The selected Proposer shall provide no more than one advertisement per side of the bus shelter and Premium Transit Hub that is confined to the advertising box of the bus shelter. The County's Project Manager may allow the selected 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 selected Proposed is required to remove non-complaint bus shelter advertisement panels, as detailed below, within 48 hours after receipt of official notice from the MDT Director or County's Project Manager.

D. In addition, the selected Proposer shall comply with the following:

- a) No advertising shall contain the words "STOP", "LOOK", "DRIVE IN", "DANGER" or any other word, symbol, or displays designed to distract vehicular traffic.
- b) No advertising shall contain material that is immoral, lascivious, or obscene as defined in Section 847.001 Florida Statutes.
- c) No advertising shall be for businesses engaged in any activity that requires the exclusion of minors pursuant to Chapter 847, Florida Statutes.
- d) Tobacco advertising or electronic cigarette advertising shall not be allowed.
- e) Political or political campaign advertising shall not be allowed.
- f) Advertising of alcoholic beverages, as defined by Section 561.01, Florida Statutes, shall be permitted with the following restrictions:
 - a. No advertising for alcoholic beverages shall be within one-quarter mile of any type of public or private school including pre-schools, elementary schools, middle schools high schools, colleges and universities;
 - b. No advertising for alcoholic beverages shall be within one-quarter mile of houses of worship, including churches, synagogues, temples, and mosques;
 - c. No advertising for alcoholic beverages shall be within one-quarter mile of Hospitals or addiction treatment centers;
 - d. Department of Transportation and Public Works' (DTPW) Project Manager must approve of all ads for alcoholic beverages;
 - e. All advertising for alcoholic beverages must include the disclaimer below as mandated by the Alcoholic Beverage Labeling Act (ABLA) of 1988. Government warning disclaimer must be equal to at least 10% of the size of the ad:

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

- g) No advertising shall contain libelous material or material detrimental to the operation or goals of the County.

2.4.2 Advertising Removal

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

2.5 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 selected Proposer shall provide the County with exclusive access to, at minimum, 3% of the County-owned bus shelters with an advertising box for County self-promotional announcements. The selected Proposer shall avail itself to the County's Project Manager upon request as the County decides the best strategy for self-promotional announcements. The County will determine the location of bus shelters and Premium Transit Hubs for self-promotional announcements in consideration of the impact to advertising revenue to the County.
- B. The County may allow, via written consent, the selected Proposer to sell advertising, within stipulations and on a case-by-case basis, on the bus shelters/Premium Transit Hubs provided for County self-promotional announcements.
- C. The County will provide the finished artwork for the County's self-promotional announcement bus shelter/ Premium Transit Hub posters to the selected Proposer for final production, printing and installation by the County's deadline for installation.
- D. The selected Proposer shall pay for the printing cost for the County's self-promotional announcement posters, and install, maintain and remove these posters at the selected Proposer's expense.

2.6 New Bus Shelter Design, Manufacture, Install and Maintain/ Bus Shelter Manufacture, Install and Maintain

2.6.1 New Cantilever Bus Shelter Design, Manufacture, Install and Maintain

- A. Within forty-five (45) calendar days following award by the County of the resultant contract, the selected Proposer shall submit to the County the design for an innovative, cost effective, and aesthetically-pleasing cantilever bus passenger shelter model, or bus stop protective roof structure, with the possibility of being installed at bus stops in unincorporated Miami-Dade County where public right-of-way available is 5 and 6 feet, and as detailed in **Shelter's Criteria Installation Section 2.6.2. From A thru F.**

- B. The design of the new cantilever bus shelter model/ bus stop protective roof structure shall provide passengers with protection from angled sun and rain; the unit shall be designed to have a limited footprint in order to provide for the required Americans with Disabilities Act (ADA) wheelchair accessible path in front of the shelter/ roof structure unit support posts. See Exhibit G, Cantilever Shelter Design Specifications.
- C. The design of the new cantilever bus shelter model and/or bus stop protective roof structure shall be designed to provide either a seating unit or a leaning rail for the comfort of passengers at the bus stop site, 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.
- D. The design of the new cantilever bus shelter model or protective roof structure for bus stops shall 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.
- E. Within one hundred and twenty (120) calendar days following the County's approval of the final design for the new cantilever shelter or bus stop protective roof structure, the selected proposer shall develop and manufacture 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 their expense, for review by the County.
- F. Following successful review and testing of the prototype model, the selected Proposer shall within thirty (30) calendar days apply to the County's Department of Regulatory and Economic Resources (RER) for a Notice of Acceptance (NOA) for the new cantilever bus shelter unit or the bus stop protective roof structure, whichever is chosen by the County.
- G. The selected Proposer shall copy the County's Project Manager on all written communications with RER regarding application of the NOAs.
- H. The selected 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.
- I. The selected Proposer shall within 60 business days of receiving the County's NOA approval of its new cantilever bus shelter design or bus stop protective roof structure design, 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 shelter/ roof structure installations.
- J. The selected 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 cantilever bus shelters or protective roof structures at bus stop locations in unincorporated Miami-Dade County where bus shelters currently do not exist, and as directed by the County.
- K. The County will conduct an inspection of the manufactured cantilever bus shelters or protective roof structures within ten (10) business days of receipt of a written notice of complete assembly by the selected Proposer. The County will provide written notice to the selected Proposer, within 48 hours of the inspection, identifying the acceptance of the cantilever bus shelters or protective roof structures as manufactured for the County or notify the selected Proposer of any changes/ clarification required for the manufactured units. The selected Proposer shall retain sole and exclusive ownership of each manufactured cantilever bus shelter or protective roof structures until the manufactured units are installed and accepted by the County.
- L. The selected Proposer shall warehouse manufactured the cantilever bus shelters or protective roof structures until they are installed. The selected 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/ rood structure.

- M. Any new cantilever bus shelters or protective roof structures manufactured and installed by the selected Proposer at bus stops under this contract shall become the sole property of the County at the conclusion of this contract.
- N. The rights to the design of the new cantilever bus shelter model or protective roof structure model, as designed, developed and tested by the selected 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.

2.6.2 Bus Shelter's installation criteria, Manufacture and Maintain

A. Bus shelter's installation Criteria

All the bus stop signs installed within the boundaries of Unincorporated Miami Dade County must have a shelter installed.

There will be three models of shelters to be installed:

- Model of shelter number one: Regular shelter.
- Model of shelter number two: Slim Shelter.
- Model of shelter number three: Cantilever Shelter.

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

Scenario Number One: In the event that the bus stop sign is installed in existing sides walk **with existing curb and gutter:**

- If the measurement of the right of way available at that site from the end of the cub to the end of the right of way is 11 feet then model of shelter number one may be installed, as detailed in Exhibit B, Existing Bus Shelter Designs, page 3 of 33, Footing Schedule. This model of shelter will require a minimum footing space of 7' 0" Width X 14' 6" Length.
- If the measurement of the right of way available at that site from the end of the cub to the end of the right of way is 8 feet then model of shelter number two may be installed, as detailed in Exhibit B, Existing Bus Shelter Designs, page 3 of 15, Footing Schedule. This model of shelter will require a minimum footing space of 4'- 6 7/8" width X 14' 6" Length.

- 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 feet or less then model of shelter number three may be installed, as provided in Exhibit G, Cantilever Shelter Design Specifications.

Scenario Number Two: In the event that the bus stop sign is installed in existing sidewalks **with no curb and gutter**, the selected 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 selected proposer shall be also responsible to install at that same site the predetermined shelter concrete pad associated to the shelter model that is being installed at the site, and a landing concrete pad of 5' X 8". The same model of shelter installation criteria mentioned above as to be followed.

Scenario Number three: In the event that the bus stop sign is installed in sites with **no existing side walk and with no existing curb and gutter**, the selected 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 selected proposer shall be also responsible to install at that same site the predetermined shelter concrete pad associated to the shelter model that is being installed at the site, and a landing concrete pad of 5' X 8". The same model of shelter installation criteria mentioned above as to be followed.

Additional Installation Criteria:

- B. The premium quantities of shelter models need to be exhausted to move on to the second shelter model, as specified in Shelter's installation Criteria, Section 2.6.2. A. and as directed by the county using decreasing ridership information.
- C. At the discretion of the Department, if a premium model of shelter cannot be installed selected proposer will install a combination of next available fitting premium shelter model to equivalent points. **Example** (Model of shelter number one (3 points total) = One model of shelter number two (2 points) + Two models of shelter number three (1 point) = 3 points total.
- D. The selected Proposer shall manufacture and install the bus shelters models number 1 and number 2 under the two existing Miami-Dade County NOAs, as stipulated in the order, and at their expense, and as detailed in Exhibit B, Existing Bus Shelters Designs.
- E. The selected Proposer shall within 90 business days obtain all required approvals and permits and be responsible for fees as required by the County or other agencies, for any instance; shall manufacture the bus shelters as ordered by the County at their expense; and shall properly install the bus shelters as specified under the County's existing NOAs at their expense.
- F. The County will conduct an inspection of the manufactured bus shelter components within ten (10) business days of receipt of a written notice of fabrication by the selected Proposer. The County will provide written notice to the selected Proposer, within 48 hours of the inspection, identifying the

acceptance of the bus shelter components, as manufactured for the County or of required changes/clarification required for the acceptance of the manufactured bus shelter components. The selected 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.

- G. The selected Proposer shall warehouse manufactured bus shelters and install the bus shelters as directed by the County's Project Manager. The selected 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.
- H. Any new full size bus shelters and slim size bus shelters manufactured installed by the selected Proposer under this contract shall become the sole property of the County at the conclusion of this contract.

2.7 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 selected Proposer remove the affected/ designated bus shelter at their own expense. The County may also require that the selected 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.
- B. The selected Proposer shall properly remove the bus shelter within thirty (30) business days from issuance of the County's written request, unless additional time is specified by the County's Project Manager. The selected Proposer shall be responsible for the lawful removal and delivery of the bus shelter components to the Selected Proposer's storage facility or to a Miami-Dade County facility, as specified in the County's written notice.
- C. In the event a pre-manufactured bus shelter from the County's inventory of existing bus shelter components must be installed at a bus stop, the County will require, via written notification, that the selected Proposer install the bus shelter.
- D. The selected Proposer shall install the bus shelter within 45 business days from issuance of the County's written notice, unless the timeframe is modified by the County's Project Manager.
- E. The selected Proposer shall obtain all approvals and permits and be responsible for fees as required by the County and any other agencies, for any instance, to properly install bus shelters.
- F. In the event the selected Proposer fails to remove a bus shelter as specified herein, the County may take necessary actions to remove the bus shelter. The County will deduct the costs incurred by the County from the Contingency Fund, as specified in Attachment A, Article 41.
- G. In the event the selected Proposer fails to remove or install a bus shelter as specified herein, the County may take necessary actions to remove or install the bus shelter. The County will then deduct the costs incurred by the County from the Contingency Fund, as specified in Attachment A, Article 41, or deduct from any monies owed.

2.8 Maintenance of Bus Shelter/ Premium Transit Hub Illumination

- A. The selected Proposer shall properly install and maintain existing and new solar system lighting components at existing and new bus shelters or protective roof structures, and at new Premium Transit Hubs to ensure that proper illumination is provided at the bus stops from dusk to dawn, through the use of the County-approved LED lighting systems. See specifications of the County required LED lighting system for the existing bus shelters in Exhibit H, LED Lighting System Design and Components, and the County required SESCO-brand IP66 LEDway Streetlight – Type III Medium, or approved equal, for maximum illumination in and around the Premium Transit Hubs, to provide added passenger security at the Hubs, as is detailed in Exhibit J, SESCO Lighting.
- B. At the 850 County-owned bus shelters with advertising boxes, the selected Proposer shall remove all 1,700 existing white diffuser panels and supporting frames within the advertising box interiors, and replace them with new clear panels and the same supporting frame specification to provide full illumination of the LED lighting source coming from behind the new clear panels; the entire shelter upgrade project shall be completed within the first year of the date of Notice to Proceed (NTP) issuance by the County, or sooner at specific bus shelters and specific route corridors as directed by the County.
- C. The selected Proposer shall install LED courtesy lamps at all 200 existing bus shelters, 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 of the date of Notice to Proceed (NTP) issuance by the County, or sooner at specific bus shelters and specific route corridors as directed by the County, and at their expense.
- D. The selected Proposer shall ensure a sufficient stock of LED lighting system/ solar system components in order to make expedient repairs to bus shelter and Premium Transit Hub illumination, and be able to repair or replace all non-operational bus shelter and Premium Transit Hub illumination components within 48 hours of its discovery by the selected Proposer, or after receipt of such bus shelter illumination concerns from the County or the public.
- E. 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.
- F. The selected Proposer hereby agrees that the County may collect funds as detailed in Exhibit I, Failure to Perform/ Liquidated Damages, 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 Section 2.8, Maintenance of Bus Shelter/ Premium Transit Hub Illumination.

2.9 New Premium Transit Hubs Design, Manufacture, Install and Maintain**2.9.1 New Premium Transit Hubs with Air-Conditioning and Smart Shelter Technology**

- A. Thirty (30) new premium transit hubs with Air-Conditioning and smart shelter technology are mandatory to be installed at the selected proposer expense and at the required bus stop locations as identified by the County in Exhibit K "Premium Transit Hub Locations" in unincorporated Miami-Dade County.
- B. The selected Proposer shall propose and develop an innovative, new-design Premium Transit Hub unit complying with all appropriate ASHRAE standards, with a fully-enclosed, air-conditioned environment for ten to fifteen (10 to 15) comfortably-seated and standing bus passengers, to also include Smart Shelter technology, as described and specified in Section 2.10, Smart Shelter Technology, with Interactive Kiosk, Wi-Fi, USB Charging, and Passenger Security System, to include interactive kiosks; built-in hotspot for public free Wi-Fi access; USB Charging Stations; Security Panic Button with Built-in Webcam for remote access for live-feed audio/video Interaction with County/ DTPW police and security personnel, and with incident recording capability; and high-level interior and exterior security lighting. The windows and door

window of the Premium Transit Hub unit shall be fabricated using hurricane impact window panels, as approved by the Florida Building Code.

- C. The air-conditioning unit and lighting may be mechanically attached to the Transit Hub unit, but shall be electrically isolated from the Hub unit, so as to prevent any electrical current from the electrical grid system from flowing into the Hub structure or other areas that are accessible to the passengers. The main electrical panel breaker shall have a ground fault interrupter (GFI), which will detect a fault to ground, trip open and cut off the electrical power to the air-conditioning unit and lighting to the Transit Hubs. The selected Proposer shall also ensure that the electrical power meter will have a lightning surge arrester built into it or added to the main electrical panel, which will absorb the surge and provide additional protection for passengers as well as for the Transit Hub.
- D. Digital data sensors/ loggers shall be provided in the Transit Hub design to monitor the Transit Hub parameters, such as temperature and humidity within the Hub. The digital loggers shall be programmed to take readings at specified intervals (every fifteen minutes or every thirty minutes, etc.) and also to monitor the outside temperature and humidity. The monitored data must be able to be downloaded to a computer on a monthly basis and analyzed to determine how the Transit Hub air-conditioning is performing versus the outside environment conditions.
- E. The illumination provided passengers inside and outside the Premium Transit Hubs shall be equal to the illumination as provided by the SESCO-brand IP66 LEDway Streetlight – Type III Medium, or approved equal, as described in Exhibit J, SESCO Lighting.
- F. Within one hundred and eighty (180) calendar days from the effective date of the resultant contract, the selected Proposer shall submit to the County's Project Manager its proposed Premium Transit Hub design, to include proposed structural design, electrical/ mechanical design drawings; specifications of the proposed materials/ components to be used; designs and specifications for the Smart Shelter technology; and drawings and specifications for the installation of Transit Hubs in unincorporated Miami-Dade County, as detailed in Exhibit K, Required Locations for Premium Transit Hubs.
- G. The County's Project Manager will coordinate with the selected Proposer to resubmit design proposals which require changes or clarification for approval.
- H. The selected Proposer shall manufacture a full-scale prototype model of the Premium Transit Hub of the County approved design at their expense for the purpose of conducting a mandatory wind-load testing of the unit in a certified wind load laboratory testing facility within one (1) year of the date of the contract's Notice to proceed (NTP) issuance by the County.
- I. Following successful wind-load testing of the prototype Premium Transit Hub unit and final wind-load certification of the unit, the selected Proposer shall apply to the County's Department of Regulatory and Economic Resources (RER) Product Control Section within thirty (30) days of the certification date for a Notice of Acceptance (NOA) for the new Premium Transit Hub unit design.
- J. The selected Proposer shall copy the County's Project Manager on all written communications with RER regarding application of the NOA.
- K. The selected Proposer shall respond expeditiously and within a reasonable timeframe to all requests as received from RER regarding the NOA application/ request to ensure successful NOA issuance by RER.
- L. The selected Proposer shall within sixty (60) business days of receiving the County's NOA approval of its Premium Transit Hub design, and following receipt of positive results from the wind load laboratory testing of the prototype Premium Transit Hub shelter unit, commence with the manufacture of the Premium Transit Hubs by a qualified fabrication company; conduct the required bus stop site surveys at the County selected bus stop sites to receive the Transit Hubs as detailed in Exhibit K, Premium Transit Hub Locations; and

prepare the required Engineering site drawings necessary to obtain the required Construction Permit and Electrical Permit per each Premium Transit Hub installation.

- M. The selected Proposer shall obtain all required approvals and permits and be responsible for fees as required by the County or other agencies, for any instance, to properly and effectively install these mandatory thirty (30) Premium Transit Hubs at the required bus stop locations as identified by the County in Exhibit K "Premium Transit Hub Locations" in unincorporated Miami-Dade County.
- N. The selected Proposer shall design, furnish, install and maintain these 30 Premium Transit Hubs within the first three (3) years following contract award, with ten (10) Premium Transit Hubs being installed every ninety (90) calendar days once the NOA for the Premium Transit Hub design has been issued by the County.
- O. The selected Proposer shall ensure that the Premium Transit Hubs are properly illuminated during the evening hours, from dusk to dawn, and shall ensure a sufficient stock of lighting system components to make immediate repairs. See Exhibit J, SESCO Lighting, for the County's minimum lighting requirements.
- P. The selected proposer will be responsible of the cost for the required trenching from the nearest authorized electrical power source to the Premium Transit Hub shelter sites; the cost for the laying of electrical conduit in the trench leading from the authorized power source to necessary electrical transformers; and the cost for the installation of necessary transformers to provide electrical power to the Premium Transit Hub shelter units. The County will absorb the cost of the monthly electrical bills to provide electrical power to the Premium Transit Hub shelters. The selected Proposer shall, however, be responsible for the cost of connecting the Premium Transit Hub shelters to the nearby power source as provided by the County, to include the cost for trenching and electrical conduit laying/ connection to the electrical transformer.
- Q. The County will conduct ongoing inspections of the manufactured Premium Transit Hubs, following ten (10) business days receipt of a written notice of complete assembly by the selected Proposer. The County will provide written notice to the selected Proposer, within 48 hours of the inspection(s), identifying the acceptance of Premium Transit Hubs as manufactured for the County, or of changes/ clarification required for the manufactured Premium Transit Hub shelters. The selected Proposer shall retain sole and exclusive ownership of each manufactured Premium Transit Hub unit until the manufactured Transit Hubs are installed and accepted by the County.
- R. The selected Proposer shall warehouse all manufactured Premium Transit Hubs until they are installed. The selected Proposer shall be responsible for these Hub units while warehoused, in transit, and prior to 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 Premium Transit Hubs.
- S. Any Premium Transit Hubs designed, developed, tested and installed at the County bus stops by the selected Proposer under this contract shall become the sole property of the County at the conclusion of this contract.
- P. The rights to the design of the Premium Transit Hub model, as developed and tested by the selected Proposer for the County under this contract, shall be transferred to the County and become the sole property of the County at the conclusion of this contract.

2.10 Smart Shelter Technology

2.10.1 Smart Shelter Technology with Interactive Kiosk, Wi-Fi, USB Charging, and Passenger Security System

The selected proposer shall propose, furnish, install, and maintain in a proper operational state Smart Shelter Technology and components for installation by the selected Proposer in the new-design Premium Transit Hub bus shelter model (see Section 2.10, New Premium Transit Hubs Design, Manufacture, Install and Maintain).

- A. The selected Proposer shall propose, furnish, install and maintain in proper working order the following items as part of the smart shelter technology:
1. An interactive kiosk capable of displaying a County provided real-time predictive bus arrival information feed
 2. Passenger security system with panic button linked to a built-in Digital Video Recorder (DVR)
 3. Cameras with infrared night-vision capabilities
 4. Shelter security lighting. LED type. Day light. Minimum of 5000K.
 5. Built-in hotspots for public free Wi-Fi access with unlimited data
 6. Two way communication allowing for current operational status of all shelter digital devices
 7. Dual Port USB ruggedized charging station
 8. Content management solution, allowing the County to approve respective ads
 9. Built in wireless connectivity via supporting the latest LTE generation modem with an unlimited data plan at no cost to the County.
 10. Passenger security system with panic bottom linked to a built-in Digital Video Recorder (DVR) with 180 degree external viewing angles through color cameras capable of remote access for lived-feed audio/video interaction between the passenger and Miami-Dade County Police and/or DTPW security personnel.
 11. Incident recording capability with 30 days onboard video storage, and be capable of recording at 4k resolution 60 frames per second for all connected cameras.
- B. The selected Proposer shall ensure the new-design Premium Transit Hub shelters will properly and effectively accommodate the Smart Shelter components.
- C. The selected Proposer shall provide a technology-refresh every five (5) years of the resultant contract to ensure the components being used for the Smart Shelter provide for the most current technology and technological components available at the new Premium Transit Hubs.
- D. Any components designed, developed, tested and installed by the selected Proposer at the Premium Transit Hubs under this contract shall remain in place at the Hubs and become the sole property of the County at the conclusion of this contract.

2.11 Reports

2.11.1 Program Records

- A. The selected 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 selected Proposer for a period as specified in Attachment A, Article 17, unless otherwise required by the County. The Miami-Dade County Audit and Management Services Department, the external auditing firm of the County, and all appropriate state and federal auditing personnel shall be permitted to audit and examine all such Records relating to the resultant contract, without cost and limitation as to time or frequency. All information obtained by the County or its authorized representatives from the selected 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.

2.11.2 Audited Financial Report

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

2.11.3 Billings and Collections Report

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

2.11.4 Bus Shelter Program Sales Report

- A. The selected Proposer shall provide the County's Project Manager, on or before the 20th calendar day of each month, a report for the previous month of the following information:
 - 1. List of each bus passenger shelter/ Premium Transit Hub location
 - 2. Total gross advertising sales
 - 3. Total net advertising sales
 - 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/ Premium Transit Hub location
 - 6. Total number of advertising faces not sold
 - 7. Total spaces sold, itemized by bus shelter/ Premium Transit Hub location
 - 8. Total spaces traded or bartered
 - 9. Total spaces used for public service advertisements
 - 10. Total number of new bus passenger shelters/ Premium Transit Hubs installed/ removed

2.11.5 Incident Report

- A. The selected Proposer shall provide the County's Project Manager, on or before the 20th calendar day of each month, a report for the previous month of the following information:
 - 1. List of bus shelters/ Premium Transit Hubs damaged/ vandalized with the date the incident was discovered or reported and the date the selected Proposer responded to the incident.

2. Synopsis of the type of damage and the selected Proposer's response to each incident, to include if the LED lighting system components within the advertising boxes was damaged.
3. Customer service calls report of calls received from the County and/or public regarding repair, damage, and maintenance issues.

2.11.6 Changes to Report Information

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

2.11.7 Failure to Report

- A. If the selected 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 County will deduct the costs incurred by the County from the Contingency Fund, as specified in Attachment A, Article 41.
- B. The selected Proposer hereby agrees that the County may assess Liquidated Damages, as specified in Exhibit I, Failure to Perform/ Liquidated Damages, for each day a required report is not provided to the County according to the timeframe and/or content requirements herein, from the deadline date to the County's receipt of the complete report. The County will deduct collectable funds from the Contingency Fund, as specified in Attachment A, Article 41.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see Attachment B). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

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

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

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

4.2 Evaluation Criteria

Proposals will be evaluated by an Evaluation/ Selection Committee which will evaluate and rank proposals on criteria listed below (Refer to Attachment D for complete details). The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/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 and sixty (160) points per each Evaluation/ Selection Committee member.

<u>Evaluation Criteria</u>	<u>Maximum Points</u>
1. Proposer's Experience in the Bus Passenger Shelter Outdoor Advertising Industry and Qualifications of Key Personnel	15
2. Approach to Providing Services	15
3. Proposed Bus Passenger Shelters installations	100
4. Value-Added, Innovative Concepts	15
5. Proposed Payments to the County	15

Evaluation Criteria Explanation

1. Proposer's Experience in the Bus Passenger Shelter Outdoor Advertising Industry and Qualifications of Key Personnel

- A. Describe the Proposer's overall experience and specific project experiences in the bus shelter outdoor advertising industry in geographical Miami-Dade County and in the United States of America; state the number of years that the Proposer has been in existence, and the primary markets served.

Of specific consideration in the evaluation and scoring of proposals will be demonstrated successful examples of bus passenger shelter contracts with large Transit agencies and/ or municipal Transit contracts within the United States.

- B. Provide a description of three bus passenger shelter contracts, which the Proposer (or its subcontractors) has either ongoing or completed within the past five years (similar in scope of services as requested herein). The three contracts provided should, at least, 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 any work performed for the County). The description should, at a minimum, identify for each contract:
- i. Client, contact person, title, and phone number.
 - ii. Contract number and/or title.
 - iii. Name of both transit entity and/ or municipality and country where work was/ is being performed
 - iv. Total revenue value of the contract to the client (projected for ongoing contracts and actual for completed contracts).
 - v. Dates covering the term of the contract.
 - vi. State whether Proposer was the prime contractor or subcontractor.
 - vii. Description of work, including, but not be limited to:
 - a. Average timeframe for design, manufacturing and installation of bus passenger shelters.
 - b. Brief description of the maintenance services provided.
 - c. Average number of advertising customers per month.
 - d. Proposer's average gross advertising revenue per month.
 - viii. The results of the project.

- C. List all contracts, if any, 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.
- D. 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. In addition:
- i. Identify the title of each key personnel.
 - ii. Distinguish the Proposer's employees and employees of the subcontractors or subconsultants.
 - iii. Identify the Proposer's project manager.
 - iv. Describe the functions each key personnel will perform on this project.
- E. 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.

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 and first tier subcontractor identified in its proposal.

2. Approach to Providing Services

- A. Describe the Proposer's specific plan, procedures, and approach to clean, maintain and repair the existing and new bus shelters installed under this contract as required in Section 2.3 of the Scope of Services. The description should include, but not be limited to:
- i. Maintenance of shelters in a clean and repaired state, including the number of maintenance staff.
 - ii. Maintenance of existing bus shelter LED lighting systems.
 - iii. Safe and proper illumination at bus shelters with an advertising box, in terms of lighted visibility at the bus shelter from dusk until dawn.
 - iv. Procedures and response times for hazardous, e.g. shattered glass, and non-hazardous situations. The Proposer should describe some examples of hazardous and non-hazardous situations that are prominent for bus shelters to demonstrate its judgment of safety issues for the public.
 - v. Details of the phone system/answering service the Proposer plans to utilize to provide 24 hour customer service related to this project. A voice mail system is not preferred to meet the requirements.
 - vi. Approach to have a representative authorized to make decisions on behalf of the Proposer available at all times or, at minimum, immediately return calls from the County regarding emergency and urgency situations, during and after business hours.
 - vii. Availability of bus shelter/ Premium Transit Hub components and parts to make expedient repairs and component replacements of damaged bus shelters/ Premium Transit Hubs. The approach should clearly detail if and how the Proposer plans to purchase and warehouse, including the quantities, bus shelter and Premium Transit Hubs components as inventory and/or arrange on demand suppliers.
 - viii. Approach to provide professional painting service, the product information sheet/ description and paint/color sample of the paint to be used, approach to ensure the protection of persons and property, and the Proposer's project schedule for the painting service.

- ix. Approach to retrofitting the existing County-owned bus shelters with Smart Shelter Technology components, if ordered by the County and at the County's expense, as detailed in Item 4. Proposed Cost to the County for Ancillary Services.
 - x. Process by which the Proposed Schedules for Completion of Projects dates were determined.
- B. Describe in detail the Proposer's approach to provide the County with self-promotional announcements, per Section 2.5 of the Scope of Services. The approach should include, but not be limited to, (i) the process to identify the best locations distributed throughout the geographical area of Miami-Dade County for the County to access, at minimum, 3% of bus shelters and Premium Transit Hubs with an advertising box, (ii) the method to determine time limits for the County to use space for minimum, if any, impact on revenue to the County, and (iii) the availability and qualification of the Proposer's personnel in this matter.
- C. Describe the Proposer's specific plan, procedures, and approach to design, manufacture, warehouse, deliver/ install new-design cantilever bus shelters; and to manufacture, warehouse and install required orders for additional current-design bus shelters (full size and slim size), both as required in Section 2.6 of the Scope of Services. The description should include, but not be limited to:
- i. Manufacturing capacity in terms of the timeframe needed to produce one bus shelter and for lots of bus shelters, such as described in Attachment E
 - ii. Approach to quality assurance in manufacturing current-design bus shelters
 - iii. Warehousing capacity in terms of how many bus shelters can be stored prior to installation at the County-designated bus stops
 - iv. Approach to ensure accurate and timely installations of manufactured bus shelters
 - v. Approach to manufacturing and installing bus shelters
- D. Describe in detail the Proposer's approach to ensure bus shelters are properly removed from County bus stops, or bus stops located in the jurisdiction of municipalities participating in this contract, and delivered to the County facility or appropriate facility, or properly disposed of if damaged beyond repair, as required in Section 2.7 of the Scope of Services.
- E. Describe in detail the Proposer's specific plan, procedures, and approach to reinstalling bus shelters following their offsite repair, and for installing new bus shelters and Premium Transit Hubs as manufactured by the Proposer following orders received from the County, at their original bus stop sites and at new bus stop locations specified by the County, as required in Section 2.7 of the Scope of Services.
- F. Describe in detail the Proposer's approach and plans for the maintenance of the light-emitting diode (LED) lighting system components and solar system components in the existing and new bus shelters and Premium Transit Hubs to ensure proper and effective illumination at the shelters/ Premium Transit Hubs from dusk to dawn, as per Section 2.8 of the Scope of Services.
- G. Describe in detail the Proposer's specific plan, procedures, and approach to design, manufacture, warehouse, deliver/ install and maintain new-design Premium Transit Hub shelters, to include the previously-described Smart Shelter technology and technological components. The description should include, but not be limited to, the following:
- i. Research into existing Premium Transit Hub shelter technology and implemented EBS programs
 - ii. Design, dimensions/ construction method of the proposed new-design Premium Transit Hub shelter
 - iii. Design and specifications of proposed solar-powered, or County-approved alternative power source,
 - air-conditioning unit to properly and effectively air condition the enclosed passenger waiting area within the Premium Transit Hub, and of the digital data sensor system to monitor the air-conditioning system

- iv. Approach to wind load testing of the prototype new Premium Transit Hub unit
 - v. Proposed vandal-resistant fabrication-materials and installation specifications
 - vi. Proposed Smart Shelter technology/ technological components security system components for installation and operation in the Premium Transit Hub shelter, and as previously described and specified
 - vii. Approach to wind load testing of the prototype new Premium Transit Hub model
 - viii. Approach to quality assurance in the manufacturing of Premium Transit Hubs
 - iv. Warehousing capacity in terms of how many Premium Transit Hubs can be stored prior to their installation at the County-designated bus stops and Transit facilities
 - v. Approach to ensure accurate and timely installations of manufactured Premium Transit Hubs
 - vi. Approach to manufacturing and installing Premium Transit Hubs
- H. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

3. Proposed Bus Passenger Shelters Installations

Please see Bus shelter's installation criteria. Section 2.6.2 for details:

Maximum amount of shelters to be installed as per shelter model #s

<u>Shelter model #</u>	<u>Points</u>
100	3
100	2
2235	1

Maximum Total # of shelters proposed to be installed: 2235 shelters.

Maximum possible points to obtain in this category = 2535 points.

Scoring equation for this category: (Maximum possible points to obtain in this category / 2535) x 100 = 100%

4. Value-Added, Innovative Concepts

- A. 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.

- B. Describe in detail the Proposer's proposed innovative concept for the fabrication and installation of new-design Premium Transit Hubs, as described in Section 2.9, New Premium Transit Hubs Design, Manufacture, Install and Maintain, to possibly replace existing full size bus shelters with Premium Transit Hub shelters without having to obtain an easement of the adjacent property behind the bus stop site.
- C. 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.

5. Proposed Payments to the County

- A. Describe the Proposer's approach to ensure accuracy and integrity of all books of accounts, reports, and especially records of gross advertising revenues for this project.
- B. Provide documentation demonstrating the Proposer's financial strength and ability to provide start-up operations and reasonable working capital to handle this project. Such documentation may include its most recent certified 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 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 situation. If certified financial statements are not available, provide the latest available financial statements (balance sheet and income statement) and letter of credit availability from accredited financial institutions, or other relevant documentation.
- C. Refer to Attachment E, Form B-1, and Proposals Schedule, Section A, Proposed Payments to the County, Page 73, and fill in the applicable blank spaces on the Form for your proposed Percentage of Monthly Gross Advertising Revenue and Proposed Minimum Monthly Guarantee Payment.

4.3 Oral Presentations

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

4.4 Selection Factor

NOT APPLICABLE

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

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

4.6 Technical Proposals Evaluation

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

4.7 Local Preference

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

4.8 Payment Evaluation

The Proposer's financial information and payment proposal will be evaluated subjectively 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. The payment evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and payments of the contract as may be in the best interest of the County.

4.9 Negotiations

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

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

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or County Mayor's 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:

- a) Complete a Collusion Affidavit, in accordance with Sections 2-8-1.1 of the Miami-Dade County Code as amended by Ordinance 08-113. (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) 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.

- b) Information concerning any prior or current contract defaults involving a governmental agency, in which the Proposer's performance of the services of a previous or existing bus passenger shelter contract, and/ or a contract involving other bus stop passenger amenities, such as bus benches, bus stop signs/ kiosks, etc., and/ or the timely submittal of share of advertising revenue to the governmental agency, was so poor as to constitute a contractual default.

4.10 Contract Award

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

4.11 Rights of Protest

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

5.0 TERMS AND CONDITIONS

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

A. Vendor Registration

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

B. Insurance Requirements

The Contractor shall furnish to the County's Internal Services Department, Procurement Management Division's Risk Management Section, prior to the commencement of any work under any agreement, Certificate(s) of Insurance which indicate insurance coverage has been obtained that meets the stated requirements. The policyholder's name on the required insurance documents shall read: Miami-Dade County.

6.0 ATTACHMENTS

Attachment A – Form of Agreement
Attachment B – Proposal Submission Package
Attachment C – Form A-1 (Cover page) and Affidavits/Acknowledgements A-2 through A-6
Attachment D – Proposer Information
Attachment E – Form B-1, Proposals Schedule
Attachment F – Sample Pro Forma Statement

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

- Rev. 10/12/16

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

Contract No. RFP _____

ARTICLE 1. DEFINITIONS

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

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. _____ and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Service Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean _____ and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "Approved", "Acceptable", "Satisfactory", "Equal", "Necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- l) The word "subcontractor" or "sub consultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Agreement.
- n) The word "Re-installation" to mean the reinstallation by the Contractor of the recently removed and repaired bus passenger shelter, due to severe damage to the shelter, in exactly the same location as it was located prior, using the same shelter post anchoring system as previously used in the shelter's original foundation, and finally covering the newly-connected posts/ post anchoring system with freshly poured concrete to be made flush with the surrounding concrete and having a final brush-coat concrete finish similar to the finish of the surrounding foundation concrete.

- o) The word "Removal" to mean the removal of a severely-damaged bus shelter for the safety of the public, following approval by the County's Project Manager, by saw-cutting an approximate 10-inch square in the existing foundation around the damaged shelter posts, jack-hammering loose the concrete to reveal the post anchoring system below the foundation, removing the bolts in the anchoring system that are retaining the above-ground posts, and removing all existing bus shelter components above ground for transfer by the Contractor to their warehouse for immediate repairs.
- p) The words "Gross Advertising Revenues" or "Gross Revenues" as used in this Agreement, to mean all monies paid or payable to or consideration of determinable value received by the Contractor in the performance of the obligations in this Agreement, including, but not limited to, all advertising sales by the Contractor or any Related Party of the Contractor to this Agreement, regardless of when or where the order therefor is received, or services rendered in connection to this Agreement, whether paid or unpaid, where on a cash or credit basis or in consideration of any other thing of value provided.
- q) The words "Force Majeure" to mean, events due to unforeseen causes beyond the control and without the fault or negligence of the Contractor (Force majeure) such as those caused by act of God or of a public enemy, acts of terrorism, fire, floods unusually severe weather, epidemics, quarantine restrictions, strikes and other work stoppage caused by a labor dispute, shortage of materials and freight embargoes, provide that the Contractor has taken reasonable precautions to prevent delays due to such causes.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows:

- 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

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

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements,

whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date indicated on the first page of this agreement and shall continue through the last day of the one hundred eightieth (180th) month. The County, at its sole discretion, reserves the right to exercise the option to renew in this Contract for one (1) five- (5) year additional term. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the sixtieth (60) month extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the County

a) to the County's Project Manager:

Miami-Dade County
Department of Transportation and Public Works
701 NW 1st Court, Suite 1700
Miami, FL 33136
Attention: Alice N. Bravo, P.E.
Phone: (786) 469-5406

Fax: (786) 469-5580

and,

b) to the County's Contract Manager:

Miami-Dade County
Internal Services Department
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Attention:
Phone:
Fax:
E-mail:

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

ARTICLE 7. PAYMENTS

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the Percentage of Monthly Gross Advertising Revenue Payment and Minimum Monthly Guarantee Payment the Contractor will pay the County to advertise on the bus shelters, while providing the Work, Services and Provisions to be performed under this Contract. The Percentage of Monthly Gross Advertising Revenue payable and Minimum Monthly Guarantee payment to the County shall be in accordance with Attachment E, Proposals Schedule.

The term "gross advertising revenues" shall be construed to include all monies paid or payable to the Contractor from its customers for sales made from advertising on bus shelters, regardless of when or where, on a cash, trade/ barter, or credit basis, provided. For calculating the value of any traded/ bartered advertising space (i.e. trade agreements), the Contractor's current rate sheet shall be applied. Payments received by the Contractor in advance from its customers shall be reported as gross advertising revenues in the month monies are earned, calculated on a straight-line basis.

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

ARTICLE 8. PAYMENT AMOUNTS

a) The Percentage of Monthly Gross Advertising Revenue payment, as stated in Attachment E, Proposals Schedule, shall be fixed for the term of the Contract, including any extension period.

b) The Minimum Monthly Guarantee Payment stated in Attachment E, Proposals Schedule, shall be fixed for the term of the Contract, including any option or extension period.

c) in the event municipalities are added to this contract, the said fixed Minimum Monthly Guarantee payment will then be automatically adjusted to reflect the per unit increased revenue source in the contract.

d) Conversely, the permanent removal of existing advertising bus shelters, to be determined solely by the County, and as located in unincorporated Miami-Dade County, shall automatically and similarly be reflected in the Minimum Monthly Guarantee Payment's fixed amount.

e) The Contractor may offer incentives such as additional payments to the County at any time during the Contract term, including any extension thereof.

ARTICLE 9. METHOD AND TIME OF PAYMENTS

The Contractor shall pay the County on a monthly basis, on or before the 20th calendar day of each month, starting the month following the first month of the Contract, including any option or extension period. In the event the Contractor fails to pay the County, in full, on the 20th calendar day of the month, the payment shall accumulate interest in the amount of 1% per month on the amount owed, until the payment is made, in full, to the County. The provision does not, in any way, diminish the County's right provided herein to terminate the Contract. Notwithstanding any provisions herein, the Contractor understands and agrees that in the event the Contractor fails to pay the County any owed amount during the term of the Contract this deficiency warrants the County to terminate the Contract effective immediately upon notice to the Contractor.

Payments shall be submitted by the Contractor to the County as follows:

Miami-Dade County

Attention: _____

Checks shall be made payable to the "Miami-Dade County Board of County Commissioners."

The County may at any time designate a different address and/ or contact person by given written notice to the Contractor.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

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

The County does hereby agree to indemnify and hold harmless the Contractor within the dollar amount limitations contained in Section 768.28 of the Florida Statutes subject, which the Contractor may incur as a result of claims, demands, suits, causes of actions or proceedings filed by any individual or entity claiming any ownership and/or interest rights on the bus passenger shelters, installed before the Contract Date, located at bus stops in the right-of-way of unincorporated Miami-Dade County. The County will pay all claims and losses

in connection therewith and will investigate and defend all claims, suits, or actions of any kind or nature in the name of the Contractor, where applicable, including appellate proceedings and will pay all costs, judgments and attorney's fees which may issue thereon. However, nothing herein shall be deemed to indemnify the Contractor from any liability or claim arising out of the negligent performance or failure of performance of the Contractor or any unrelated third party.

Upon County's notification, the Contractor shall furnish to the County's Internal Services Department, Procurement Management Division's Risk Management Section, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
2. Commercial General Liability Insurance, on a comprehensive basis, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage must include advertising liability. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
4. The Insurance policyholder's name shall be listed on each insurance document, as listed above, as being: Miami-Dade County

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

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

OR

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

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: THE MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

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

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days after notification of recommendation to award. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit

the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

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

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees.

Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired

or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 17. AUDITS

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

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

A report of the findings of said examination shall be binding and conclusive upon the County and the Contractor. The furnishing to the County by the Contractor of any grossly inaccurate statement shall constitute a breach of this Agreement.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the

Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

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

ARTICLE 22. SEVERABILITY

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

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement, in whole or in part, by written notice to the Contractor.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;

- iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- f) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis;
 - ii. the Contractor has refused or failed, except in cases for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
 - viii. the Contractor has failed to make timely payment(s) to the County pursuant to Articles 7, 8 and 9 of the Contract;
 - ix. the Contractor has failed to maintain the Letter of Credit as required in Article 40.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the

event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

- i. treat such failure as a repudiation of this Agreement;
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

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

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

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

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

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

connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

- c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.
- h) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A

certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

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

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

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

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

ARTICLE 30. PROPRIETARY RIGHTS

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

- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION AND FORMS/ CONFLICT OF INTEREST

a) Vendor Registration

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

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| <ol style="list-style-type: none"> 1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the County Code) 2. Miami-Dade County Employment Disclosure Affidavit
(Section 2-8-1(d)(2) of the County Code) 3. Miami-Dade County Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the County Code) 4. Miami-Dade Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the County Code) 5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the County Code) 6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the County Code) 7. Miami-Dade County Code of Business Ethics Affidavit
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code, Section 2-11.1(c) of the County Code) 8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the County Code) 9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the County Code) 10. Miami-Dade County Responsible Wages Affidavit
(Section 2-11.16(a-j) of the County Code) 10. Miami-Dade County Domestic Leave and Reporting Affidavit
(Article 8, Section 11A-60 11A-67 of the County Code) | <ol style="list-style-type: none"> 11. Miami-Dade County Domestic Leave and Reporting Affidavit
(Article 8, Section 11A-60 11A-67 of the County Code) 12. Subcontracting Practices
(Ordinance 97-35) 13. Subcontractor /Supplier Listing
(Section 2-8.8 of the County Code) 14. Environmentally Acceptable Packaging
(Resolution R-738-92) 15. W-9 and 8109 Forms
(as required by the Internal Revenue Service) 16. FEIN Number or Social Security Number
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes: <ul style="list-style-type: none"> ▪ Identification of individual account records ▪ To make payments to individual/Contractor for goods and services provided to Miami-Dade County ▪ Tax reporting purposes ▪ To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records 17. Office of the Inspector General |
|---|--|

(Section 2-1076 of the County Code)

18. Small Business Enterprises

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

19. Antitrust Laws

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

b) Conflict of Interest

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

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

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

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements.

Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the

time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

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

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

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

ARTICLE 34. NONDISCRIMINATION

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

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

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

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

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

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

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

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

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

ARTICLE 39. SALES TAX

The Contractor shall be liable for the prevailing State of Florida Sales and Use Tax imposed on sales relating to this Contract. This Sales and Use Tax shall be payable to the County along with the payments.

ARTICLE 40. LETTER OF CREDIT

The Contractor shall furnish to the County an Irrevocable Letter of Credit (LOC) in the amount backing the Contractor's full satisfaction of the total of all payments and performance obligations due the County during one contractual year, and shall name the County as the sole beneficiary thereof. The LOC shall be on forms provided and/ or approved by the County. The LOC shall be effective as of the effective date of this Contract and drawn on a financial institution authorized to do business and with offices in the State of Florida.

The LOC shall be submitted to the County within 15 days of the request from the County. The Contractor shall be responsible for assuring that the LOC required in conjunction with this Article remains in force for the duration of the contract period of the Contract, including any extension period that may be granted by the County. If the LOC is scheduled to expire during the contractual period, the Contractor shall be responsible for submitting a new or renewed LOC to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event the LOC is not replaced as prescribed with a new or renewed LOC which cover the contractual period, the County may, at its sole discretion, terminate this Contract.

ARTICLE 41. CONTINGENCY FUND

In addition to payments to the County pursuant to the Contract, the Contractor shall deposit with the County, within 60 days of the Contract effective date, funds in the amount of \$500,000. These funds will be held by the County, in a separate account, as a Contingency Fund to be used to cover costs in the event the Contractor fails to comply with any provision of the Contract and (a) the County deducts collectable funds and/or (b) the County chooses to perform, and/or have a third party perform, the required work in lieu of the Contractor.

The Contingency Fund may be used by the County if the Contractor has failed to perform any required action within the timeframe specified herein or in written notice to the Contractor from the County's Project Manager. The Contingency Fund may also be used by the County to cover incurred cost for any partial work the County and/or its third party has performed due to the Contractor's failure to perform, even if the County and/or its third party does not complete the work or the Contractor intervenes and performs the work.

If the Contingency Fund is used by the County, the County's Project Manager will notify the Contractor of what action was taken by the County, the cost of such action, the related amount deducted from the Contingency Fund, and the remaining balance of the Contingency Fund. The notice will include any costs incurred to have the work performed that was not covered should the Contingency Fund be insufficient, in which the Contractor shall reimburse the County. The Contractor shall accompany its next payment to the County with said reimbursement. Such notification will be sent to the Contractor within 48 hours following the action.

If the Contingency Fund depletes to \$250,000 or less after access by the County, the Contractor shall submit to the County funds in an amount sufficient to replenish the Contingency Fund.

The Contingency Fund that remains unused at the end of the Contract will be returned by the County to the Contractor. No interest will be paid on money deposited in the Contingency Fund.

This provision does not, in any way, diminish the County's right to terminate the Contract.

Should the County terminate the Contract due to, in whole or in part, the Contractor's failure to pay in accordance with the Contract or for any unpaid amount owed at the end of the Contract, the County will retain the owed amount from the Contingency Fund or, if insufficient, the remaining balance of the Contingency Fund towards the owed amount.

ARTICLE 42. SURVIVAL

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

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

Contractor

County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Corporate Secretary/Notary Public

Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

ATTACHMENT B**PROPOSAL SUBMISSION PACKAGE**
Request for Proposals (RFP) No.
Bus Passenger Shelter Program

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

1. Form A-1 and Affidavits/Acknowledgements (Attachment C)

Complete and sign the following forms by the Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer as required.

Form A-1, Cover page of Proposal

Form A-2, Lobbyist Registration for Oral Presentations

Form A-3, Acknowledgement of Addenda

Form A-5, Proposer's Disclosure of Subcontractors and Suppliers

Form A-6, Fair Subcontracting Policies

2. Proposer Information (Attachment D)

Completely respond to the Proposer Information section following the requirements therein.

Note: The Proposer Information document is available in an electronic format (Word) by submitting a written request via e-mail to the County contact person for this Solicitation.

3. Form B-1, Proposals Schedule (Attachment E)

Complete and sign the Proposals Schedule by the Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer as required.

4. Proposal Submission

Submit in hardcopy format an original, complete Proposal Submission Package, seven (7) copies, and a compact disc (CD) of the complete package **by the Proposal Due Date** (see front cover of Solicitation) in a sealed envelope/container addressed as follows:

Proposer's Name
Proposer's Address
Proposer's Telephone Number

Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, FL 33128-1983

RFP No.:
RFP Title: Bus Passenger Shelter Program
Proposal Due Date:

ATTACHMENT C

FORM A-1 (COVER PAGE) AND

AFFIDAVITS/ACKNOWLEDGEMENTS A-2 THROUGH A-7

Form A-1**PROPOSER'S NAME** (Name of firm, entity or organization):**FEDERAL EMPLOYER IDENTIFICATION NUMBER:****NAME AND TITLE OF PROPOSER'S CONTACT PERSON:**

Name:

Title:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE:

() _____

FAX:

() _____

E-MAIL ADDRESS:**PROPOSER'S ORGANIZATIONAL STRUCTURE:**

____ Corporation

____ Partnership

____ Proprietorship

____ Joint Venture

Other (Explain): _____

IF CORPORATION:

Date Incorporated/Organized: _____

State Incorporated/Organized: _____

States registered in as foreign corporation: _____

PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:**LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:****LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE:**

A Local Certified Service-Disabled Veteran Business Enterprise 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 submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission.

- ☐ Place a checkmark here only if affirming Proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise.
A copy of the required certification must be submitted with the proposal.

CRIMINAL CONVICTION DISCLOSURE:

Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County.

- ☐ Place a checkmark here only if Proposer has such conviction to disclose to comply with this requirement.

PROPOSER'S AUTHORIZED SIGNATURE

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Signed By: _____

Date: _____

Print Name: _____

Title: _____

A-1 Rev. 11/9/09

Form A-2
AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) Project Title: _____ Project No.: _____
 (2) Department: _____
 (3) Proposer's Name: _____
 Address: _____ Zip: _____
 Business Telephone: (____) _____

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

NAME	TITLE	EMPLOYED BY	TEL. NO.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: _____ Title: _____
 STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this _____,
 by _____, a _____, who is personally known
 (Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)
 to me or who has produced _____ as identification and who did/did not take an oath.

 (Signature of person taking acknowledgement)

 (Name of Acknowledger typed, printed or stamped)

 (Title or Rank)

 (Serial Number, if any)

Revised 2/7/05

Form A-3
ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 201____

Addendum #2, Dated _____, 201____

Addendum #3, Dated _____, 201____

Addendum #4, Dated _____, 201____

Addendum #5, Dated _____, 201____

Addendum #6, Dated _____, 201____

Addendum #7, Dated _____, 201____

Addendum #8, Dated _____, 201____

Addendum #9, Dated _____, 201____

PART II:

____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

A-3 - Rev. 1/25/10

Form A-4

LOCAL BUSINESS PREFERENCE

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of receiving the aforementioned preference above, shall be defined as a Proposer which meets all of the following.

1. Proposer has a valid Local Business Tax Receipt (formerly known as an Occupational License), issued by Miami-Dade County at least one year prior to proposal submission, that is appropriate for the goods, services or construction to be purchased.

Proposer shall attach a copy of said Miami-Dade County Local Business Tax Receipt hereto. (Note: Current and past year receipts, or occupational licenses, as may be applicable, may need to be submitted as proof that it was issued at least one year prior to the proposal due date.)

2. Proposer has a physical business address located within the limits of Miami-Dade County from which the Proposer operates or performs business. (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.)

Proposer shall state its Miami-Dade County (or Broward County if applicable, see note below) physical business address _____

3. Proposer contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the Proposer shall affirm in writing its compliance with any of the following objective criteria as of the proposal submission date:

Check box, if applicable:

- ☐ a) Proposer has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County.
- ☐ b) Proposer contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County.
- ☐ c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution by _____

Proposer shall check the box if applicable and, if checking item "c", shall provide a written statement, above, defining how Proposer meets that criteria.

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: _____

Print Name: _____ Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____,
(Date)

by _____ He/ She is personally known to me or has
(Affiant)

presented _____ as identification.
(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____
(State)

Notary Seal

FORM A-5

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Name of Proposer _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. **This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading in those instances where no subcontractors or suppliers will be used on the contract.** A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

**I certify that the representations contained in this Subcontractor/Supplier Listing are to the best
of my knowledge true and accurate.**

Signature of Proposer's
Authorized Representative

Print Name

Print Title

Date

(Duplicate if additional space is needed)
Form A-5(new 5/7/99)

Form A-6

FAIR SUBCONTRACTING POLICIES
(Section 2-8.8 of the Miami-Dade County Code)

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____

ATTACHMENT D**PROPOSER INFORMATION****1.Proposer's Experience in the Bus Passenger Shelter Outdoor Advertising Industry and Qualifications of Key Personnel**

- F. Describe the Proposer's overall experience and specific project experiences in the bus shelter outdoor advertising industry in geographical Miami-Dade County and in the United States of America; state the number of years that the Proposer has been in existence, and the primary markets served.

Of specific consideration in the evaluation and scoring of proposals will be demonstrated successful examples of bus passenger shelter contracts with large Transit agencies and/ or municipal Transit contracts within the United States.

- G. Provide a description of three bus passenger shelter contracts, which the Proposer (or its subcontractors) has either ongoing or completed within the past five years (similar in scope of services as requested herein). The three contracts provided should, at least, 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 any work performed for the County). The description should, at a minimum, identify for each contract:
- ix. Client, contact person, title, and phone number.
 - x. Contract number and/or title.
 - xi. Name of both transit entity and/ or municipality and country where work was/ is being performed
 - xii. Total revenue value of the contract to the client (projected for ongoing contracts and actual for completed contracts).
 - xiii. Dates covering the term of the contract.
 - xiv. State whether Proposer was the prime contractor or subcontractor.
 - xv. Description of work, including, but not be limited to:
 - e. Average timeframe for design, manufacturing and installation of bus passenger shelters.
 - f. Brief description of the maintenance services provided.
 - g. Average number of advertising customers per month.
 - h. Proposer's average gross advertising revenue per month.
 - xvi. The results of the project.
- H. List all contracts, if any, 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.
- I. 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. In addition:
- v. Identify the title of each key personnel.
 - vi. Distinguish the Proposer's employees and employees of the subcontractors or subconsultants.

- vii. Identify the Proposer's project manager.
- viii. Describe the functions each key personnel will perform on this project.

- J. 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.

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 and first tier subcontractor identified in its proposal.

2.Approach to Providing Services

- I. Describe the Proposer's specific plan, procedures, and approach to clean, maintain and repair the existing and new bus shelters installed under this contract as required in Section 2.3 of the Scope of Services. The description should include, but not be limited to:
- xi. Maintenance of shelters in a clean and repaired state, including the number of maintenance staff.
 - xii. Maintenance of existing bus shelter LED lighting systems.
 - xiii. Safe and proper illumination at bus shelters with an advertising box, in terms of lighted visibility at the bus shelter from dusk until dawn.
 - xiv. Procedures and response times for hazardous, e.g. shattered glass, and non-hazardous situations. The Proposer should describe some examples of hazardous and non-hazardous situations that are prominent for bus shelters to demonstrate its judgment of safety issues for the public.
 - xv. Details of the phone system/answering service the Proposer plans to utilize to provide 24 hour customer service related to this project. A voice mail system is not preferred to meet the requirements.
 - xvi. Approach to have a representative authorized to make decisions on behalf of the Proposer available at all times or, at minimum, immediately return calls from the County regarding emergency and urgency situations, during and after business hours.
 - xvii. Availability of bus shelter/ Premium Transit Hub components and parts to make expedient repairs and component replacements of damaged bus shelters/ Premium Transit Hubs. The approach should clearly detail if and how the Proposer plans to purchase and warehouse, including the quantities, bus shelter and Premium Transit Hubs components as inventory and/or arrange on demand suppliers.
 - xviii. Approach to provide professional painting service, the product information sheet/ description and paint/color sample of the paint to be used, approach to ensure the protection of persons and property, and the Proposer's project schedule for the painting service.
 - xix. Approach to retrofitting the existing County-owned bus shelters with Smart Shelter Technology components, if ordered by the County and at the County's expense, as detailed in Item 4. Proposed Cost to the County for Ancillary Services.
 - xx. Process by which the Proposed Schedules for Completion of Projects dates were determined.
- J. Describe in detail the Proposer's approach to provide the County with self-promotional announcements, per Section 2.5 of the Scope of Services. The approach should include, but not be limited to, (i) the process to identify the best locations distributed throughout the geographical area of Miami-Dade County for the County to access, at minimum, 3% of bus shelters and Premium Transit Hubs with an advertising box, (ii) the method to determine time limits for the County to use space for minimum, if any, impact on revenue to the County, and (iii) the availability and qualification of the Proposer's personnel in this matter.
- K. Describe the Proposer's specific plan, procedures, and approach to design, manufacture, warehouse, deliver/ install new-design cantilever bus shelters; and to manufacture, warehouse and install required orders for additional current-design bus shelters (full size and slim size), both as required in Section 2.6 of the Scope of Services. The description should include, but not be limited to:

- vii. Manufacturing capacity in terms of the timeframe needed to produce one bus shelter and for lots of bus shelters, such as described in Attachment E
 - viii. Approach to quality assurance in manufacturing current-design bus shelters
 - ix. Warehousing capacity in terms of how many bus shelters can be stored prior to installation at the County-designated bus stops
 - x. Approach to ensure accurate and timely installations of manufactured bus shelters
 - xi. Approach to manufacturing and installing bus shelters
- L. Describe in detail the Proposer's approach to ensure bus shelters are properly removed from County bus stops, or bus stops located in the jurisdiction of municipalities participating in this contract, and delivered to the County facility or appropriate facility, or properly disposed of if damaged beyond repair, as required in Section 2.7 of the Scope of Services.
- M. Describe in detail the Proposer's specific plan, procedures, and approach to reinstalling bus shelters following their offsite repair, and for installing new bus shelters and Premium Transit Hubs as manufactured by the Proposer following orders received from the County, at their original bus stop sites and at new bus stop locations specified by the County, as required in Section 2.7 of the Scope of Services.
- N. Describe in detail the Proposer's approach and plans for the maintenance of the light-emitting diode (LED) lighting system components and solar system components in the existing and new bus shelters and Premium Transit Hubs to ensure proper and effective illumination at the shelters/ Premium Transit Hubs from dusk to dawn, as per Section 2.8 of the Scope of Services.
- O. Describe in detail the Proposer's specific plan, procedures, and approach to design, manufacture, warehouse, deliver/ install and maintain new-design Premium Transit Hub shelters, to include the previously-described Smart Shelter technology and technological components. The description should include, but not be limited to, the following:
- i. Research into existing Premium Transit Hub shelter technology and implemented EBS programs
 - ii. Design, dimensions/ construction method of the proposed new-design Premium Transit Hub shelter
 - iii. Design and specifications of proposed solar-powered, or County-approved alternative power source,
air-conditioning unit to properly and effectively air condition the enclosed passenger waiting area within the Premium Transit Hub, and of the digital data sensor system to monitor the air-conditioning system
 - iv. Approach to wind load testing of the prototype new Premium Transit Hub unit
 - v. Proposed vandal-resistant fabrication-materials and installation specifications
 - vi. Proposed Smart Shelter technology/ technological components security system components for installation and operation in the Premium Transit Hub shelter, and as previously described and specified
 - vii. Approach to wind load testing of the prototype new Premium Transit Hub model
 - viii. Approach to quality assurance in the manufacturing of Premium Transit Hubs
 - iv. Warehousing capacity in terms of how many Premium Transit Hubs can be stored prior to their installation at the County-designated bus stops and Transit facilities
 - v. Approach to ensure accurate and timely installations of manufactured Premium Transit Hubs
 - xii. Approach to manufacturing and installing Premium Transit Hubs
- P. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

3. Proposed Bus Passenger Shelters Installations

- A. Lists of the proposed total number of shelter models, to be furnished, installed and maintained by the Proposer at no cost to the County, as described in Section 2.9, New Premium Transit Hubs Shelters Design, Manufacture, Install and Maintain, and in Section 4.2, Maximum amount of shelters to be installed as per shelter model #s.
- B. Refer to Attachment E, Form B-1, Proposals Schedule, Section B, Proposed shelter models to be installed at the Expense of the Proposer, Page 74, and fill in the applicable blank spaces on the Form for Proposer's proposed total number of shelter models to be installed, if any, per each listed model of shelter on the Form.

Please see Bus shelter's installation criteria. Section 2.6.2 from A thru F for details:

**Maximum amount of shelters to be installed
as per shelter model #s**

<u>as per shelter model #s</u>	<u>Shelter model #</u>	<u>Points</u>
100	Model of Shelter # 1.Regular Shelter	3
100	Model of Shelter # 2.Slim Shelter	2
2235	Model of Shelter # 3.Cantilever Shelter	1

Maximum Total # of shelters proposed to be installed: 2235 shelters.

Maximum possible points to obtain in this category = 2535 points.

Scoring equation for this category: (Maximum possible points to obtain in this category / 2535) x 100 = 100%

4.Value-Added, Innovative Concepts

- D. 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.
- E. Describe in detail the Proposer's proposed innovative concept for the fabrication and installation of new-design Premium Transit Hubs, as described in Section 2.9, New Premium Transit Hubs Design, Manufacture, Install and Maintain, to possibly replace existing full size bus shelters with Premium Transit Hub shelters without having to obtain an easement of the adjacent property behind the bus stop site.

- F. 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.

5. Proposed Payments to the County

- D. Describe the Proposer's approach to ensure accuracy and integrity of all books of accounts, reports, and especially records of gross advertising revenues for this project.
- E. Provide documentation demonstrating the Proposer's financial strength and ability to provide start-up operations and reasonable working capital to handle this project. Such documentation may include its most recent certified 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 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 situation. If certified financial statements are not available, provide the latest available financial statements (balance sheet and income statement) and letter of credit availability from accredited financial institutions, or other relevant documentation.
- F. Refer to Attachment E, Form B-1, and Proposals Schedule, Section A, Proposed Payments to the County, Page 70, and fill in the applicable blank spaces on the Form for your proposed Percentage of Monthly Gross Advertising Revenue and Proposed Minimum Monthly Guarantee Payment.

ATTACHMENT E

FORM B-1

PROPOSALS SCHEDULE

A. PROPOSED PAYMENTS TO THE COUNTY:

The Proposer's proposed payments to the County shall be submitted in the space below and in the manner herein. The Proposer is requested to fill in the appropriate blanks in the space provided below.

The Contractor shall provide all of the services in the Scope of Services, including development of new bus shelter designs, and shall pay the County on a monthly basis as stated herein, including any option or extension period, unless otherwise revised by the parties.

Percentage of Monthly Gross Advertising Revenue	<u> </u> %
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Proposed Minimum Monthly Guarantee Payment	\$ <u> </u>
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Note:

1. The Percentage of Monthly Gross Advertising Revenue and Proposed Minimum Monthly Guarantee Payment shall be fixed for the term of the resultant contract, including any extension period.
2. Payments shall be either the Percentage of Monthly Gross Advertising Revenue or Minimum Monthly Guarantee Payment, whichever is greater for that month.

SHELTER PROGRAM

B. PROPOSED SHELTER MODEL #S TO BE INSTALLED:

<u>Maximum amount of shelters to be installed as per shelter model #s</u>	<u>Shelter model #</u>	<u>Proposed quantity of shelters to be installed</u>
100	Model of Shelter # 1	_____
100	Model of Shelter # 2.	_____
2235	Model of Shelter # 3.	_____

ATTACHMENT F
SAMPLE PRO FORMA STATEMENT

Revenue	Reference	Year 1	Year 2	Year 3	Year 4	Year 5
Sales						
Gross Sales Revenue						
Less Sales Tax Collected	n%					
Net Sales Revenue						
Costs						
Payroll						
Total Payroll Costs						
Taxes and Benefits	n%					
Total Payroll Costs, Taxes and Benefits						
Cost of Goods						
Total Cost of Good						
Operating Expenses						
Corporate Overhead						
Insurance						
Repair & Maintenance						
Utilities						
Professional Services						
Miscellaneous Costs						
Vehicle						
Total Operating Expenses						
Interest and Depreciation						
Interest						
Depreciation						
Total Monthly Interest and Depreciation	n%					
Net Profit or (Loss)						

Notes:

1. Miscellaneous includes licenses/taxes.
2. Depreciation represents annual charges for replacements of inventory.

1. Net profit equals Revenue minus Total Expenses.

MARKET RESEARCH

Contract No.:	Recommendation:
Title: Bus Passenger Shelter RFP	<input type="checkbox"/> Exercise OTR <input type="checkbox"/> Non-Competitive Contract <input type="checkbox"/> Solicit Competition <input type="checkbox"/> Access Contract <input type="checkbox"/> Other
From: Raonel Rodriguez	

Background:

Miami-Dade County's Department of Transportation and Public Works (DTPW), is soliciting proposals to establish a revenue generating contract to manage the Bus Passenger Shelter Program (Program) to provide for the ongoing cleaning, maintenance and repair of the existing bus shelters located in unincorporated Miami-Dade County (MDC) and in any municipalities which may opt to participate through a partnership in this bus passenger shelter contract. The contract will seek to also expand the bus shelter program through the installation of new bus shelters at bus stops located in unincorporated MDC and municipalities participating in this contract and anywhere bus shelters currently do not exist. The vendor will be responsible to design an innovative, cost effective and an aesthetically-pleasing cantilever bus passenger shelter model; or bus stop protective roof structure, with the possibility of being installed at bus stops in unincorporated MDC where public right-of-way availability is 5 and 6 feet. Also, at the vendor's expense, they will be responsible to install thirty (30) new premium transit hubs with air-Conditioning and smart shelter technology at the required bus stop locations. The vendor shall be responsible to install illumination, maintain an attractive appearance equipped with a trash receptacle.

MDC will receive a tremendous benefit with the implementation of this program due to the following reasons:

1. The existing Country shelter inventory of 1035 bus passenger shelters will be maintained at no cost to the County.
2. The existing 850 solar powered bus shelters illumination systems installed in the bus passenger shelters around the County will be upgraded and maintained at no cost to the County. Estimated Cost to cover these two maintenances mentioned above is \$120 per shelter monthly, which is equal to \$120 x 1035 shelters = \$124,200 monthly = \$ 1,490,400 annually.
3. The cost of the repair of vandalized bus shelters, including graffiti, broken bus shelters' glasses, vandalisms in posts, benches, roofs and the rest of the bus shelters components will be done at no cost to the County. Estimated cost to repair a vandalized shelters varies depending of the level of damage, it varies from \$1000 to \$10,000 per shelter.
4. The cost of the relocation of existing shelters to new sites due to road improvements and/or any other reason will be done at no cost to the County. Estimated Cost of this activity is between \$ 15,000 and \$25,000 per shelter.
5. The installation of a shelter in each bus stop installed within the boundaries of Unincorporated Miami Dade County will be a reality with this contract. The cost of having that done, depending of the model of shelter selected to be installed in each bus stop will be in the proximity of the \$ 22,655,000 in the next 10 first years of the life of the contract.
6. The County will be also receiving a percentage of the monthly gross advertising revenue and a minimum monthly warranty from the selected proposer in a monthly basis.

Comment [MA(1): Estimated to be what?

How will the funding be used?

No County funds will be used at all. The awarded contractor will be absorbing the cost of all the benefits that the County will be receiving and that have been already related above for the benefit of advertise in the shelters during the length of the contract. Actually on top of all the benefits that the County will be receiving. The County will be also receiving a percentage of the monthly gross advertising revenue and a minimum monthly warranty from the selected proposer in a monthly basis.

Comment [MA(2): Below does not answer the question. The revenue from the advertising or the cost savings will be used to do what?

Who decided to come up with this program?

The County needs an alternative in order to have a bus shelter installed in each bus top sign located within the boundaries of Unincorporated Miami Dade County and being able to maintain, clean, repair, and relocate them when necessary at no cost to the County.

Comment [MA(3): Does not answer the question. An alternative what? Will having the shelters in these incorporated areas allow residents to ride public transportation and get more cars off the street. Allow residents to do what? Please explain how it benefits to have these areas participate in the contract

How will it benefit the County?

This program will be benefiting the County due to all the points already related above in the answer to the question... "Why is this good for the county?"...

Research Conducted:

Comment [MA(4): Was there any research done? Did you speak with vendors? If so, with whom and what was the outcome? Any internet searches with new information?

What potential vendors were identified?

- Any registered Advertising Outdoor Company can participate in the bidding process of this contract.
- Some of the most known advertising companies in the world that can be participating in this Unincorporated Miami Dade County bus shelter advertising are:
 1. JCDecaux North America.
 2. Outfront Media Inc.
 3. Signal Outdoor Advertising LLC.
 4. Clear Channel Outdoor.
 5. Outdoor Advertising USA.

What contracts were found?

The majority of the cities and municipalities around the world are enrolled in contracts with Outdoor Advertising companies that will allow the cities and municipalities to have their bus shelters properly maintained, install new ones and relocate existing ones, and at the same time to obtain some revenue by the Advertising Door Company selling advertising at the bus shelters.

Any County contracts?

Currently, the County has a Bus Passenger Shelter Program Permit Agreement for a period of one calendar year with one advertising company to maintain the existing Unincorporated Miami Dade county bus shelters Inventory. The County does not have a long term contract which includes all the required services listed in the scope of work provided.

Recommendation:

To move forward with an RFP which includes a committee.