

# REQUEST FOR PROPOSALS (RFP)

FOR A REVENUE SHARING AGREEMENT FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF BUS SHELTERS

2019-306-KB

**RFP ISSUANCE DATE: AUGUST 2, 2019**

**PROPOSALS DUE: SEPTEMBER 19, 2019 @ 3:00 PM**

**ISSUED BY:**

**MIAMI BEACH**

**Kristy Bada, CPPB**

**Contracting Officer III**

PROCUREMENT DEPARTMENT

1755 Meridian Avenue, 3<sup>rd</sup> Floor, Miami Beach, FL 33139

305.673.7000 x **26218** | [kristybada@miamibeachfl.gov](mailto:kristybada@miamibeachfl.gov) | [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

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**SECTION 0200****INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS**

**1. GENERAL.** This Request for Proposals (RFP) is issued by the City of Miami Beach, Florida (the “City”), as the means for prospective Proposers to submit their qualifications, proposed scopes of work and cost proposals (the “proposal”) to the City for the City’s consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposers and, subsequently, the successful Proposer(s) (the “contractor[s]”) if this RFP results in an award.

The City utilizes **PublicPurchase** ([www.publicpurchase.com](http://www.publicpurchase.com)) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective Proposer who has received this RFP by any means other than through **PublicPurchase** must register immediately with **PublicPurchase** to assure it receives any addendum issued to this RFP. **Failure to receive an addendum may result in disqualification of proposal submitted.**

**2. BACKGROUND & PURPOSE.**

**2.1 Background.** In October 2001, an agreement between the City and Clear Channel was executed for Clear Channel to construct, operate and maintain bus shelter structures and other street furniture on the public right-of-way throughout the City. The agreement (currently on a month-to-month) provides for commercial advertising on the bus shelter and revenue sharing with the City.

At the December 9, 2015 City Commission meeting, the Commission discussed the need to improve the existing bus shelter design and the desire for bus shelters to include enhancements that could help promote transit. At the March 9, 2016 City Commission meeting, the Commission adopted Resolution No. 2016-29325 accepting the recommendation of the Finance and Citywide Projects Committee (FCWPC) to issue a Request for Proposals for the design of new bus shelters; and authorizing the City Manager to extend the existing agreement between the City and Clear Channel on a month-to-month basis after expiration on October 31, 2016, as needed, such that the Clear Channel contract would remain in place until the new contract is executed.

On April 13, 2016, the City Commission approved to issue Request for Qualifications (RFQ) No. 2016-116-KB for Architectural and Engineering Design Criteria Professional Services for New Bus Shelters. A contract for bus shelter design services was executed on July 19, 2017, and the design effort commenced on October 4, 2017. The design phase includes development of 100% final engineering plans, specifications, and construction cost estimates. The new bus shelter design is of an iconic nature and incorporates features enhancing the transit experience of passengers, including innovative designs and technology as well as enabling for installation of bus shelter installation at more bus stops, particularly those of limited right-of-way, which currently do not provide for any protection from the elements. New bus shelters shall improve transit stop amenities for transit passengers, provide for the highest standard in maintenance and cleanliness, improve and maintain safe pedestrian through ways, and comply with all Americans with Disability Act requirements.

The City of Miami Beach has approximately 102 bus shelters within its limits. Of those, 99 include advertising panels with two visible faces. All the existing shelters will be replaced by the new shelters. Additionally, bus shelter inventory will be expanded to approximately total of 284 units with approximately 377 visible faces (not all shelters will have ads and some shelters may have only one (1) face).

**2.2 Purpose.** The purpose of this RFP is to seek proposals from qualified parties for the construction, operation and maintenance of new bus shelters, including the sale of bus shelter advertising space, with the goal of negotiating an agreement that results in revenue to the City. It is the intent of the City that all costs relating to construction and installation of the bus shelters shall be the responsibility of the successful proposer.

**3. ANTICIPATED RFP TIMETABLE.** The tentative schedule for this solicitation is as follows:

|  |                               |
|--|-------------------------------|
| RFP Issued   | August 2, 2019                |
| Pre-Proposal Meeting                                   | August 13, 2019 at 10:00am    |
| Deadline for Receipt of Questions                      | September 9, 2019 at 5:00pm   |
| Responses Due  | September 19, 2019 at 3:00pm  |
| Evaluation Committee Review/ Proposer Presentations    | October 3, 2019               |
| Tentative Commission Approval Authorizing Negotiations | TBD                           |
| Contract Negotiations                                  | Following Commission Approval |

**4. PROCUREMENT CONTACT.** Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:

Kristy Bada

Telephone:

305-673-7490 x26218

Email:

kristybada@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: [RafaelGranado@miamibeachfl.gov](mailto:RafaelGranado@miamibeachfl.gov), or via facsimile: 786-394-4188.

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

**5. PRE-PROPOSAL MEETING OR SITE VISIT(S).** Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled.

A Pre-PROPOSAL conference will be held as scheduled in Anticipated RFP Timetable section above at the following address:

**City of Miami Beach  
Procurement Department  
Conference Room  
1755 Meridian Avenue, 3<sup>rd</sup> Floor  
Miami Beach, Florida 33139**

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

(1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)

(2) Enter the MEETING NUMBER: 5804578

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this RFP expressing their intent to participate via telephone.

**6. PRE-PROPOSAL INTERPRETATIONS.** Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*. Any prospective proposer who has received this RFP by any means other than through *PublicPurchase* must register immediately with *PublicPurchase* to assure it receives any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Anticipated RFP Timetable** section.

**7. CONE OF SILENCE.** This RFP is subject to, and all proposers are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at [rafaelgranado@miamibeachfl.gov](mailto:rafaelgranado@miamibeachfl.gov).

**8. SPECIAL NOTICES.** You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=79113>

|  |  |
|--|--|
| • CONE OF SILENCE.....   | CITY CODE SECTION 2-486                  |
| • PROTEST PROCEDURES.....  | CITY CODE SECTION 2-371                  |
| • DEBARMENT PROCEEDINGS.....   | CITY CODE SECTIONS 2-397 THROUGH 2-485.3 |
| • LOBBYIST REGISTRATION AND DISCLOSURE OF FEES.....  | CITY CODE SECTIONS 2-481 THROUGH 2-406   |
| • CAMPAIGN CONTRIBUTIONS BY VENDORS.....   | CITY CODE SECTION 2-487                  |
| • CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES.....   | CITY CODE SECTION 2-488                  |
| • REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS.....  | CITY CODE SECTION 2-373                  |
| • LIVING WAGE REQUIREMENT.....   | CITY CODE SECTIONS 2-407 THROUGH 2-410   |
| • PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... | CITY CODE SECTION 2-374                  |
| • FALSE CLAIMS ORDINANCE.....  | CITY CODE SECTION 70-300                 |
| • ACCEPTANCE OF GIFTS, FAVORS & SERVICES.....  | CITY CODE SECTION 2-449                  |

**9. PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**10. COMPLIANCE WITH THE CITY'S LOBBYIST LAWS.** This RFP is subject to, and all Proposers are expected to be or become familiar with, all City lobbyist laws. Proposers shall be solely responsible for ensuring that all City

lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their responses, in the event of such non-compliance.

**11. DEBARMENT ORDINANCE:** This RFP is subject to, and all proposers are expected to be or become familiar with, the City's Debarment Ordinance as codified in Sections 2-397 through 2-406 of the City Code.

**12. WITH THE CITY'S CAMPAIGN FINANCE REFORM LAWS.** This RFP is subject to, and all Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their responses, in the event of such non-compliance.

**13. CODE OF BUSINESS ETHICS.** Pursuant to City Resolution No.2000-23879, the Proposer shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

**14. AMERICAN WITH DISABILITIES ACT (ADA).** Call 305-673-7490 to request material in accessible format; sign language interpreters (five (5) days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673- 7000, Extension 2984.

**15. POSTPONEMENT OF DUE DATE FOR RECEIPT OF PROPOSALS.** The City reserves the right to postpone the deadline for submittal of proposals and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Proposers through *PublicPurchase*.

**16. PROTESTS.** Proposers that are not selected may protest any recommendation for selection of award in accordance with eh proceedings established pursuant to the City's bid protest procedures, as codified in Sections 2-370 and 2-371 of the City Code (the City's Bid Protest Ordinance). Protest not timely made pursuant to the requirements of the City's Bid Protest Ordinance shall be barred.

**17. JOINT VENTURES.** Joint Ventures are not allowed. Proposals shall be submitted only by the prime contractor. Proposals may, however, identify other sub-contractors or sub-consultants to the prime Proposer who may serve as team members.

**18. VETERAN BUSINESS ENTERPRISES PREFERENCE.** Pursuant to City Code Section 2-374, the City shall give a preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise.

**19. DETERMINATION OF AWARD.** The final ranking results of Step 1 & 2 outlined in Section 0400, Evaluation of Proposals, will be considered by the City Manager who may recommend to the City Commission the Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the Proposer to perform the contract.
- (2) Whether the Proposer can perform the contract within the time specified, without delay or



interference.

(3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.

(4) The quality of performance of previous contracts.

(5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.

**20. NEGOTIATIONS.** Following selection, the City reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.

**21. POSTPONEMENT/CANCELLATION/ACCEPTANCE/REJECTION.** The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in any responses received as a result of this RFP. Reasonable efforts will be made to either award the proposer the contract or reject all proposals within one-hundred twenty (120) calendar days after proposal opening date. A proposer may withdraw its proposal after expiration of one hundred twenty (120) calendar days from the date of proposal opening by delivering written notice of withdrawal to the Procurement Department prior to award of the contract by the City Commission.

**22. PROPOSER'S RESPONSIBILITY.** Before submitting a response, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

**23. COSTS INCURRED BY PROPOSERS.** All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

**24. RELATIONSHIP TO THE CITY.** It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

**24. OCCUPATIONAL HEALTH AND SAFETY.** In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this proposal must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer.

**25. ENVIRONMENTAL REGULATIONS.** The City reserves the right to consider a proposer's history of citations and/or violations of environmental regulations in investigating a proposer's responsibility, and further reserves the right to declare a proposer not responsible if the history of violations warrant such determination in the opinion of the

City. Proposer shall submit with its proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify the City immediately of notice of any citation or violation which proposer may receive after the proposal opening date and during the time of performance of any contract awarded to it.

**26. TAXES.** The City of Miami Beach is exempt from all Federal Excise and State taxes.

**27. MISTAKES.** Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFP. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.

**28. PAYMENT.** Payment will be made by the City after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced. Invoices must be consistent with Purchase Order format.

**29. COPYRIGHT, PATENTS & ROYALTIES.** Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**30. DEFAULT:** Failure or refusal of the selected Proposer to execute a contract following approval of such contract by the City Commission, or untimely withdrawal of a response before such award is made and approved, may result in a claim for damages by the City and may be grounds for removing the Proposer from the City's vendor list.

**31. MANNER OF PERFORMANCE.** Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the Proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of this contract.

Where contractor is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the contractor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The contractor shall be liable for any damages or loss to the City occasioned by negligence of the Proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

**32. SPECIAL CONDITIONS.** Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.



**33. NON-DISCRIMINATION.** The Proposer certifies that it is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. In accordance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, Proposer shall prohibit discrimination by reason of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, and age or disability.

**34. DEMONSTRATION OF COMPETENCY.** The city may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) in making an award that is in the best interest of the City, including:

A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract.

B. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.

C. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.

D. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.

E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the City.

F. The City may require Proposer s to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City.

**35. ASSIGNMENT.** The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

**36. LAWS, PERMITS AND REGULATIONS.** The Proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

**37. OPTIONAL CONTRACT USAGE.** When the successful Proposer (s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

**38. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR.** It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

**39. DISPUTES.** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

A. Any contract or agreement resulting from the award of this solicitation; then

B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then

C. The solicitation; then

D. The Proposer's proposal in response to the solicitation.

**40. INDEMNIFICATION.** The Proposer shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City 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 the 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 City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Proposer 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 City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

**41. CONTRACT EXTENSION.** The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

**42. FLORIDA PUBLIC RECORDS LAW.** Proposers are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the proposals, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

**43. OBSERVANCE OF LAWS.** Proposers are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and/or project contemplated by this RFP (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.

**44. CONFLICT OF INTEREST.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

**45. MODIFICATION/WITHDRAWALS OF PROPOSALS.** A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered. Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of **120** calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

**46. EXCEPTIONS TO RFP.** Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFP, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFP to which Proposer took exception to (as said term and/or condition was originally set forth on the RFP).

**47. ACCEPTANCE OF GIFTS, FAVORS, SERVICES.** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

**48. SUPPLEMENTAL INFORMATION.** City reserves the right to request supplemental information from Proposers at any time during the RFP solicitation process, unless otherwise noted herein.

**49. ADDITIONAL ITEMS / SERVICES.** Although this solicitation and resultant contract identifies specific goods, services or facilities ("items"), it is hereby agreed and understood that the City may require additional items to be added to the Contract which are ancillary or supplemental to the items specified herein and required to complete the work. When additional items are required to be added to the Contract, awarded vendor(s), as applicable to the item being requested, under this contract may be invited to submit price quote(s) for the additional items. If these quote(s) are determined to be fair and reasonable, then the additional items will be awarded to the current contract vendor(s) through either a Purchase Order (or Change Order if Purchase Order already exists) or an amendment to the Contract. Additional items with a cumulative value of \$50,000 or less may be approved by the City Manager. City Commission approval is required for additional items with a cumulative value greater than \$50,000.

The City may determine to obtain price quotes for the additional items from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the City's discretion.

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**SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT**

**1. SEALED RESPONSES.** One original Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of proposals. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the proposal is submitted: solicitation number, solicitation title, Proposer name, Proposer return address. Proposals received electronically, either through email or facsimile, are not acceptable and will be rejected.

**2. LATE BIDS.** Bid Proposals are to be received on or before the due date established herein for the receipt of Bids. **Any Bid received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to Proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

**3. PROPOSAL FORMAT.** In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references.

**4. OMITTED OR ADDITIONAL INFORMATION.** **With exception of the Proposal Certification Form (Appendix A-1) and the Revenue Proposal,** the City reserves the right to seek any omitted information/documentation or any additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements. Failure to submit any omitted or additional information in accordance with the City's request shall result in proposal being deemed non-responsive.

| TAB 1 | Cover Letter & Minimum Qualifications Requirements   |
|-------|--|
| 1.1   | <b>Cover Letter and Table of Contents.</b> The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.   |
| 1.2   | <b>Organizational Chart.</b> Submit an organization chart that includes the Proposer and its key personnel, as well as all major sub-consultants (firms) and their key personnel. Identify the role of each firm and individual named in the organizational chart. <i>Key personnel</i> includes partners, managers, seniors and other professional staff that will perform work for this project. |
| 1.3   | <b>Proposal Certification Form (Appendix A-1).</b> Attach Appendix A fully completed and executed. <b><u>This document is a REQUIRED FORM that must be submitted fully completed and executed. FAILURE TO SUBMIT THE PROPOSAL CERTIFICATION FORM WITH ITS PROPOSAL SHALL RESULT IN THE PROPOSAL BEING DEEMED NON-RESPONSIVE.</u></b>   |
| 1.4   | <b>Questionnaire &amp; Requirements Affidavit Form (Appendix A-2).</b> Submit Questionnaire & Requirements Affidavit (Appendix A-2) with the proposal or within 3 days of request by the City.   |

**TAB 2 Experience & Qualifications of the Proposer & Project Team**

- 2.1 Relevant Experience of the Prime Proposer.** Provide a listing of the most similar projects completed by the Prime Proposer and/or its principal(s) over the last ten (10) years. Similar projects may be defined as projects involving the construction and maintenance of bus shelters or other structures that include an advertising component. Highlight any project that is specifically for bus shelters with an advertising component or other similar projects on a right-of-way. For each project provide the following:
- project name and detailed scope of services provided;
  - name of any personnel, included in Section 1.2 above, of the proposer or sub-consultant that worked on the referenced project;
  - name and location of client; and
  - client project manager and contact information.
- 2.2 Relevant Experience of the Prime Proposer's Key Team Members.** Provide a listing of the most similar projects completed by a sub-consultant/sub-contractor and/or its principal(s) over the last ten (10) years. Similar projects may be defined as projects involving the construction and maintenance of bus shelters or other structures that include an advertising component. Highlight any project that is specifically for bus shelters with an advertising component or other similar projects on a right-of-way. For each project provide the following:
- Identify the key team member (firm) that completed the project;
  - project name and detailed scope of services provided;
  - name of any personnel, included in Section 1.2 above, of the proposer or sub-consultant that worked on the referenced project;
  - name and location of client; and
  - client project manager and contact information.
- 2.3 Experience Working Together.** For any project included in Tab 2.1 and 2.2, identify those that have been completed utilizing the team included in the organizational chart submitted for this project.

**TAB 3 Approach & Methodology to Construction**

- 3.1 Construction & Installation.** Describe the proposer's approach to efficiently coordinating regulatory approvals, manufacturing, and construction/installation of the shelters and all related component, including approach to maintenance of traffic (MOT), bus stop access during construction, transit customer/pedestrian safety and convenience concerns, and community outreach to mitigate disruption.
- 3.2 Project Schedule.** Provide a tentative project schedule. Describe approach to staging and managing installation to shorten schedule and minimize delays.
- 3.3 Resiliency Standards.** Provide the proposer's plan to incorporate means, methods and materials that maximize resiliency and sustainability.



**TAB 4      Approach & Methodology to Maintenance**

**4.1 Maintenance Standards.** Describe the proposer's maintenance plan and service level agreements to ensure that shelters are consistently maintained in optimal conditions and that the City's expectations are met or exceeded. At a minimum, include details on the following:

**4.1.1 Monitoring.** Describe plan to monitor shelters to ensure optimal operation and maximizing the customer experience.

**4.1.2 Continuing Maintenance Obligation.** Describe how the continuing maintenance obligation will be met or exceeded.

**4.1.3 Repairs of Components.** Describe the type of maintenance protocols to repair all damaged, missing or non-operational bus shelter components, including lighting and technology components

**4.1.4 Repairs of Damaged or Vandalized Bus Shelters.** Describe the plan, resources and team to repair or replace any vandalized components.

**4.1.5 Customer Service.** Describe approach to maximizing customer service. Address customer service from an account perspective (city to operator) and end-user (resident/visitor to operator), as applicable.

**TAB 5      Approach & Methodology to Advertising**

**5.1 Advertisement Concepts.** Describe the proposed advertisement concepts that the proposer plans to implement, including digital or static displays, as applicable. Describe each concepts' compliance with any applicable regulation pertaining to rights-of-way.

**5.2 Programming.** Describe the proposer's approach to advertisement programming, including the types of advertising that is intended to be sold.

**5.3 Maximizing Revenue.** Describe the proposer's experience and approach to maximizing revenue from advertisement sales.

**5.4 City Self-Promotional Space.** Explain the percentage of advertising availability that the proposer will provide to the City, at no cost, for its public service announcements. The minimum is 5% of advertising availability. Explain any restrictions or requirements regarding the City's share of programming availability.

**TAB 6      Revenue Proposal (SUBMIT IN SEPARATE ENVELOPE)**

Submit revenue proposal in accordance with Appendix C, Section 19. The revenue proposal will not be considered by the Evaluation Committee. **The revenue proposal shall only be considered by the City Manager.**

**4. FINANCIAL CAPACITY.** Within three (3) business days of request by the City, each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

**Proposers are responsible for the accuracy of the information contained in its SQR. It is highly**



recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

**5. ADDITIONAL INFORMATION OR CLARIFICATION.** After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

The City reserves the right to request any documentation omitted, with exception of the Cost/Revenue (as applicable) Proposal, Proposal Certification, Questionnaire & Requirements Affidavit (Appendix A-1), and Bid Bond (if applicable). Submittals received that do not include the Cost/Revenue Proposal, completed as required and fully executed, or Bid Bond (if applicable) shall be deemed non-responsive. Bidder must submit any omitted documentation within three (3) business days upon request from the City, or the bid may be deemed non-responsive. Non-responsive bid packages will receive no further consideration.

**SECTION 0400****PROPOSAL EVALUATION**

**1. EVALUATION OF PROPOSALS.** All responsive proposals will be evaluated in accordance with this section. The City Manager may appoint an Evaluation Committee to consider and provide feedback on the qualitative factors of each proposal. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFP, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations. In the evaluation of proposals, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. Failure to provide the requested information within the time prescribed may result in the disqualification of proposal.

**2. QUALITATIVE FACTORS (QUALIFICATIONS AND APPROACH).** The Evaluation Committee shall not consider quantitative factors (e.g., revenue, veteran's preference) in its review of proposals. The Evaluation Committee shall only review the qualitative factors in accordance with the evaluation criteria identified below and shall act solely in an advisory capacity to the City Manager. The City Manager may utilize, but is not bound by, the results of the Evaluation Committee process.

In its review of proposals received, the Evaluation Committee may review and score all proposals, with or without conducting interview sessions, in accordance with the following criteria.

| Step 1 - Qualitative Criteria                              | Maximum Points |
|--|----------------|
| Experience & Qualifications of the Proposer & Project Team | 35             |
| Approach & Methodology to Construction                     | 20             |
| Approach & Methodology to Maintenance                      | 25             |
| Approach & Methodology to Advertising                      | 20             |
| <b>TOTAL AVAILABLE STEP 1 POINTS</b>                       | <b>100</b>     |

**EVALUATION COMMITTEE RANKING.** The sum of qualitative scores will be converted to rankings in accordance with the example below:

|                            | Proposer A    | Proposer B | Proposer C |
|----------------------------|---------------|------------|------------|
| <b>Committee Member 1</b>  | Step 1 Points | 82         | 76         |
|                            | Total         | 82         | 76         |
|                            | Rank          | 1          | 3          |
| <b>Committee Member 2</b>  | Step 1 Points | 79         | 85         |
|                            | Total         | 79         | 85         |
|                            | Rank          | 2          | 1          |
| <b>Committee Member 2</b>  | Step 1 Points | 80         | 74         |
|                            | Total         | 80         | 74         |
|                            | Rank          | 1          | 2          |
| <b>Low Aggregate Score</b> |               | <b>4</b>   | <b>6</b>   |
| <b>Final Ranking*</b>      |               | <b>1</b>   | <b>2</b>   |

The results and ranking of the Evaluation Committee process do not constitute an award recommendation and is only advisory to the City Manager.

**3. QUANTITATIVE FACTORS (REVENUE PROPOSAL, VETERAN'S PREFERENCE).** Quantitative factors shall not be considered by the Evaluation Committee. Quantitative factors will be considered by the City Manager in preparing his recommendation to the City Commission.

**4. DETERMINATION OF AWARD.** The City Manager shall consider qualitative and quantitative factors, in accordance with Sub-section 2 and 3 above, to recommend the proposer(s) he deems to be in the best interest of the City, or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results of the Evaluation Committee process, if applicable, and shall take into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the Proposer to perform the contract.
- (2) Whether the Proposer can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

Further, in developing his award recommend to the City Commission, the City Manager may consider any information provided by staff, consultants or any other third-party retained by the City, as well as the factors articulated in Section 2-369 of the City Code.

The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposer(s) which it deems to be in the best interest of the City, or it may also reject all Proposals.

**5. NEGOTIATIONS.** Following selection, the City reserves the right to enter into further negotiations with the selected Proposer(s). Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.

## APPENDIX A

# MIAMI BEACH

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## Proposal Certification, Questionnaire & Requirements Affidavit

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### 2019-306-KB REVENUE SHARING AGREEMENT FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF BUS SHELTERS

PROCUREMENT DEPARTMENT  
1755 Meridian Avenue, 3<sup>rd</sup> Floor  
Miami Beach, Florida 33139

## APPENDIX A1 - PROPOSAL CERTIFICATION FORM

This document is a **REQUIRED FORM** that must be submitted fully completed and executed.  
**FAILURE TO SUBMIT THE PROPOSAL CERTIFICATION FORM WITH ITS PROPOSAL SHALL RESULT IN THE PROPOSAL BEING DEEMED NON-RESPONSIVE.**

|                                     |  |                                     |
|-------------------------------------|--|-------------------------------------|
| Solicitation No:<br>2019-306-KB     | Solicitation Title:<br>REVENUE SHARING AGREEMENT FOR THE CONSTRUCTION,<br>OPERATION, AND MAINTENANCE OF BUS SHELTERS |                                     |
| Procurement Contact:<br>Kristy Bada | Tel:<br>305-673-7490 x62618  | Procurement Contact:<br>Kristy Bada |

|   |                                   |                   |
|---|-----------------------------------|-------------------|
| PROPOSER'S NAME:  |                                   |                   |
| NO. OF YEARS IN BUSINESS:                                       | NO. OF YEARS IN BUSINESS LOCALLY: | NO. OF EMPLOYEES: |
| OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS: |                                   |                   |
| FIRM PRIMARY ADDRESS (HEADQUARTERS):                            |                                   |                   |
| CITY:   |                                   |                   |
| STATE:  | ZIP CODE:                         |                   |
| TELEPHONE NO.:  |                                   |                   |
| TOLL FREE NO.:  |                                   |                   |
| FAX NO.:  |                                   |                   |
| FIRM LOCAL ADDRESS:   |                                   |                   |
| CITY:   |                                   |                   |
| STATE:  | ZIP CODE:                         |                   |
| PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:             |                                   |                   |
| ACCOUNT REP TELEPHONE NO.:                                      |                                   |                   |
| ACCOUNT REP TOLL FREE NO.:                                      |                                   |                   |
| ACCOUNT REP EMAIL:  |                                   |                   |
| FEDERAL TAX IDENTIFICATION NO.:                                 |                                   |                   |

Except as stipulated in General Condition 36, Proposer agrees: to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all specifications, attachments, exhibits and appendices and the contents of any Addenda released hereto; to be bound, at a minimum, to any and all specifications, terms and conditions contained herein or Addenda; that the Proposer has not divulged, discussed, or compared the proposal with other Proposals and has not colluded with any other proposer or party to any other proposal; that proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; that all responses, data and information contained in the proposal are true and accurate.

|  |  |
|--|--|
| Name of Proposer's Authorized Representative:      | Title of Proposer's Authorized Representative: |
| Signature of Proposer's Authorized Representative: | Date:  |

## APPENDIX A2 - QUESTIONNAIRE AND REQUIREMENTS AFFIDAVIT FORM

The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. Attach any requested information.

|  |  |
|--|--|
| Name of Proposer's Authorized Representative:      | Title of Proposer's Authorized Representative: |
| Signature of Proposer's Authorized Representative: | Date:  |

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?

☐ YES ☐ NO

**SUBMITTAL REQUIREMENT:** Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

**SUBMITTAL REQUIREMENT:** Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **References & Past Performance.** Proposer shall attach at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

**SUBMITTAL REQUIREMENT:** For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

4. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

☐ YES ☐ NO

**SUBMITTAL REQUIREMENT:** If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

5. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

**SUBMITTAL REQUIREMENT:** Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

6. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Department with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the



conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

**SUBMITTAL REQUIREMENT:** Proposer shall attach its Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

7. **Living Wage.** Pursuant to Section 2-408 of the City of Miami Beach Code, as same may be amended from time to time, covered employees shall be paid the required living wage rates listed below:

1. ~~Effective January 1, 2018, covered employees must be paid a living wage rate of no less than \$11.62 per hour with health care benefits of at least \$2.26 per hour, or a living wage rate of no less than \$13.88 per hour without health care benefits.~~
2. ~~Effective January 1, 2019, covered employees must be paid a living wage rate of no less than \$11.70 per hour with health care benefits of at least \$2.74 per hour, or a living wage rate of no less than \$14.44 per hour without health care benefits.~~
3. ~~Effective January 1, 2020, covered employees must be paid a living wage rate of no less than \$11.78 per hour with health care benefits of at least \$3.22 per hour, or a living wage rate of no less than \$15.00 per hour without health care benefits.~~

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

Any payroll request made by the City during the contract term shall be completed electronically via the City's electronic compliance portal, LCP Tracker (LCPTTracker.net).

**SUBMITTAL REQUIREMENT:** Indicate below that Proposer agrees to the living wage requirement. Failure to agree shall result in proposal disqualification.

☐ YES ☐ NO

8. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

☐ YES ☐ NO

- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners\* or to domestic partners of employees?

☐ YES ☐ NO

- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

| BENEFIT              | Firm Provides for Employees with Spouses | Firm Provides for Employees with Domestic Partners | Firm does not Provide Benefit |
|----------------------|--|--|-------------------------------|
| Health               |  |  |                               |
| Sick Leave           |  |  |                               |
| Family Medical Leave |  |  |                               |
| Bereavement Leave    |  |  |                               |

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

9. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies 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 s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**SUBMITTAL REQUIREMENT:** Proposer agrees to the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list. Failure to agree shall result in proposal disqualification.

☐ YES ☐ NO

10. **Non-Discrimination.** Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability.

**SUBMITTAL REQUIREMENT:** Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code. Failure to agree shall result in proposal disqualification.

☐ YES ☐ NO

11. **Moratorium on Travel to and the Purchase of Goods or Services from North Carolina and Mississippi.** Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Proposer shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

**SUBMITTAL REQUIREMENT:** Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375. Failure to agree shall result in proposal disqualification.

☐ YES ☐ NO

12. **Fair Chance Requirement.** Pursuant to Section 2-376 of the City Code, the City shall not enter into any contract

resulting from a competitive solicitation, unless the proposer certifies in writing that the business has adopted and employs written policies, practices, and standards that are consistent with the City's Fair Chance Ordinance, set forth in Article V of Chapter 62 of the City Code ("Fair Chance Ordinance"), and which, among other things, (i) prohibits City contractors, as an employer, from inquiring about an applicant's criminal history until the applicant is given a conditional offer of employment; (ii) prohibits advertising of employment positions with a statement that an individual with a criminal record may not apply for the position, and (iii) prohibits placing a statement on an employment application that a person with a criminal record may not apply for the position.

**SUBMITTAL REQUIREMENT:** Proposer certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Proposer agrees to provide the City with supporting documentation evidencing its compliance upon request. Proposer further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity. Failure to agree shall result in proposal disqualification.

☐ YES ☐ NO

13. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

| Initial to Confirm<br>Receipt |            | Initial to Confirm<br>Receipt |             | Initial to Confirm<br>Receipt |             |
|-------------------------------|------------|-------------------------------|-------------|-------------------------------|-------------|
|                               | Addendum 1 |                               | Addendum 6  |                               | Addendum 11 |
|                               | Addendum 2 |                               | Addendum 7  |                               | Addendum 12 |
|                               | Addendum 3 |                               | Addendum 8  |                               | Addendum 13 |
|                               | Addendum 4 |                               | Addendum 9  |                               | Addendum 14 |
|                               | Addendum 5 |                               | Addendum 10 |                               | Addendum 15 |

## APPENDIX B

# MIAMI BEACH

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## “No Bid” Form

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### 2019-306-KB REVENUE SHARING AGREEMENT FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF BUS SHELTERS

PROCUREMENT DEPARTMENT  
1755 Meridian Avenue, 3<sup>rd</sup> Floor  
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached “Statement of No Bid.” The “Statement of No Bid” provides the City with information on how to improve the solicitation process. Failure to submit a “Statement of No Bid” may result in not being notified of future solicitations by the City.

## **Statement of No Bid**

**WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:**

☐ Workload does not allow us to proposal

☐ Insufficient time to respond

☐ Specifications unclear or too restrictive

☐ Unable to meet specifications

☐ Unable to meet service requirements

☐ Unable to meet insurance requirements

☐ Do not offer this product/service

☐ OTHER. (Please specify)

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We do ☐ do not ☐ want to be retained on your mailing list for future proposals of this type product and/or service.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**Legal Company Name:** \_\_\_\_\_

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Note: Failure to respond, either by submitting a proposal or this completed form, may result in your company being removed from our vendors list.

**PLEASE RETURN TO:**  
CITY OF MIAMI BEACH  
PROCUREMENT DEPARTMENT  
ATTN: **Kristy Bada, Contracting Officer III**  
PROPOSAL #2019-306-KB  
1755 MERIDIAN AVENUE, 3<sup>rd</sup> FLOOR  
MIAMI BEACH, FL 33139

## APPENDIX C

# MIAMI BEACH

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## Specifications

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### 2019-306-KB REVENUE SHARING AGREEMENT FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF BUS SHELTERS

PROCUREMENT DEPARTMENT  
1755 Meridian Avenue, 3<sup>rd</sup> Floor  
Miami Beach, Florida 33139



## **1. Background**

The City of Miami Beach is soliciting proposals from qualified parties for the construction, operation and maintenance of new bus shelters including the sale of bus shelter advertising space within the City's right-of-way (the Project).

The City of Miami Beach currently has approximately 103 bus shelters within its limits with total of 212 advertisement panels (visible faces). All existing shelters will be replaced by new shelters through this solicitation. Additionally, the City's goal is to increase its bus shelter inventory to approximately a total of 311 bus shelters with approximately 584 visible faces available for advertising (please note that not all shelters will have advertisement panels and some shelters may have only one (1) advertisement face).

The new bus shelter design is of an iconic nature and provides for four (4) shelter types of varying sizes (See Appendix D). Additionally, the new bus shelter design incorporates features enhancing the transit experience of passengers, including innovative designs and technology as well as enabling for installation of bus shelters at more bus stops, particularly at locations with constrained right-of-way, which currently do not provide for any protection from the elements. The City's new bus shelter program is intended to improve amenities for transit passengers, provide for the highest standard in maintenance and cleanliness, improve and maintain safe pedestrian pathways, and comply with all Americans with Disability Act (ADA) requirements. From the sustainability perspective, new bus shelters shall address tropical weather conditions (sun, rain, humidity, increases in temperature, heat island effect and extreme weather events/rain bombs). Recyclable materials such as aluminum for the shelter frame should be used. Some shelter types will utilize photovoltaic cells for generation of power for the bus shelter lighting. The glazed roof surface of the shelters has a light-colored ceramic frit coating to mitigate heat island effect.

This request for proposal seeks to engage a Successful Proposer for construction, operation and maintenance services for the new bus shelters and related components from accidental, intentional, and environmental damage, including providing the City with a stable revenue source from the sale of advertisement spaces at designated bus shelters.

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

## **2. Scope of Services**

Provide the City of Miami Beach with the construction, operation and maintenance of approximately 311 bus shelters in accordance with the design adopted by the City (Attachment A). The bus shelters shall be allowed to have advertising in a form agreeable to the City (digital, static, or combination of both). Depending on land use regulations, some shelters may not be permitted to contain advertisements. Revenue from advertising will be shared between the City and the Successful Proposer in a form to be determined during contract negotiations. A minimum payment per quarter for the total number of the shelters is required by the City. A percentage of revenue sharing above and beyond the minimum payment is required. Revenue shall be paid to the City on a quarterly basis. Revenue sharing proposal shall be specific for each year of the contract. A detailed CPA Certified Statement of Gross Receipts shall be provided to the City on an annual

basis throughout the life of the Agreement.

### **3. Description of Work and Responsibilities:**

The objective of this solicitation is to establish a contract with a Successful Proposer to manage the City's Bus Shelter Program, including, but not limited to, completing the following tasks:

- a) At no cost to the City construct, operate and maintain approximately three hundred and eleven (311) bus shelters of a design adopted by the City (Attachment A), including technological components, transit maps, and any other elements integrated to the design of the structures or requested by the City, including "NO TRESPASSING" and "NO LOITERING" signs;
- b) Ensure that the bus shelters and shelter components are maintained in a safe, repaired and operational condition at all times with an attractive appearance, and with all shelter components fully operational, including safe and proper illumination at night. This includes, but is not limited to: cleaning, maintaining, and repairing bus shelters /shelter components and removing trash, litter, and debris from areas within and around the bus shelters;
- c) Seek and identify, in cooperation with the City of Miami Beach Administration, suitable bus/trolley stop sites for placement of as many new bus shelters as possible. The final number of new shelters will be mutually determined by the City and the Successful Proposer.
- d) Obtain permits, approvals, agreements, easements, and any other instrument necessary to establish clear legal right to enter upon the selected sites and make required preparations and/or alterations thereto, and to build, operate and maintain bus shelters throughout the term of this contract. This includes right-of-way permits, Lane Closure/Maintenance of Traffic (MOT) permits, and all other required permits (i.e. building, electrical, right-of-way etc.) from the appropriate jurisdictional agency, including coordination with adjacent property owners.
- e) Creating, producing, installing and removing advertising materials and other related services;
- f) Program management services for the City's Bus Shelter Program.

The Successful Proposer will be solely responsible for all costs associated with the services specified in this document.

### **4. Performance of Work**

- A. Successful Proposer shall perform all Work in a skillful and safe manner, using appropriate industry standard practices and will remain in compliance with City standard details, specifications, or other relevant City requirements. All workers shall have sufficient skill and expertise to perform the Work assigned to them.
- B. The Successful Proposer shall coordinate the Work performed by its project team (Proposer Team) and Suppliers, and shall be fully responsible for all acts and omissions of the Proposer Team, Suppliers, and their employees. Any provision of the Contract referring to the acts or omissions of the Successful Proposer shall also refer to and include the acts and omissions of Proposer Team and Suppliers.
- C. If any portion of the subcontracted Work is not performed in accordance with the Contract,

or if a Proposer Team or Supplier commits or omits any act that would constitute a breach of the Contract, the Successful Proposer shall cure the breach (within the time frame established by the City); and, at the direction of the City's Project Manager, shall replace the Proposer Team member(s) or Supplier(s). Following a debarment for breach, said member(s) or Supplier(s) shall not be employed again on the Work.

#### **5. Bus Stop and Bus Shelter Network Existing Conditions**

The City of Miami Beach currently has approximately 103 bus shelters within its limits with total of 212 advertisement panels (visible faces). A map and the list of all existing bus stops and shelters in the City are included in Appendix E.

#### **6. Bus Stop and Bus Shelter Network Proposed Conditions**

Based on a preliminary review of existing conditions, current transit ridership, and land use data, preliminary number of proposed bus shelters (by shelter type) was developed. Associated map and the list are included as Appendix F.

| <b>Bus Shelter Model</b> | <b>Total Bus Shelters</b> | <b>Total Advertising Panels</b> |
|--------------------------|---------------------------|---------------------------------|
| Enhanced                 | 27                        | 54                              |
| Standard                 | 242                       | 484                             |
| Pending Standard         | 4                         | 8                               |
| Pending Minimal          | 38                        | 38                              |

#### **7. Permits and Licenses**

A permit shall be obtained for the placement of each bus shelter or other applicable component under this Agreement. Permits for the placement of the bus shelters and other components, requiring a permit, shall be obtained from the City of Miami Beach Public Works and Building Departments, and/or any other agencies having jurisdiction over the proposed location. Only one bus shelter shall be permitted at each approved location, except as otherwise designated by the City of Miami Beach. Locations of enhanced shelters are anticipated to have two (2) shelters side by side.

Any bus shelter or other applicable component permit issued by the City in accordance herewith and as part of this Agreement shall be issued for the duration of the agreement or for as long as the component is in place. The permit shall be for the use of the Streets or Sidewalks within the City for the erection, construction, reconstruction, installation, operation, maintenance, dismantling and removal, testing, repair, and use of the bus shelters or any other bus shelter component.

Application for permitting and approval of a bus shelter installation or other component requiring a permit from the City shall be coordinated with the City of Miami Beach Transportation Department. Permit application shall be addressed to the City of Miami Beach Public Works Department in the following form:

- a) A detailed engineering site drawing showing utility easement(s), pavement details, existing street furniture, utility connections and poles, overhead details such as building overhangs, entrances and awnings, demarcation of zone areas and rights-of-way, and ownership indications. Drawings shall accurately show the location of the proposed bus shelter or other components requiring a permit in relation to the back of existing concrete curb or edge of the pavement of the adjacent street and in relation to the center line and outer limits of the right-of-way of the adjacent roadway. Such drawing shall also show the location of all curbs and sidewalks, if any. Furthermore, drawing shall accurately show width of path along the sidewalk parallel to the roadway (ADA), measured from the back of the curb. It shall also show the electrical connections and services provided to the shelters or applicable components which shall comply with all local, state and federal codes. The engineering drawing shall be signed and sealed by a State of Florida Registered Professional Engineer.
- b) Upon receipt of written approval from the City's Public Works Department, the Successful Proposer may proceed to install the bus shelter or other component in accordance with the application drawing. Successful Proposer shall be required to install new shelters within 30 days of receipt of all necessary permits.

#### **8. Bus Shelter Installation, Relocation and Removal**

All technical standards governing construction, reconstruction, installation, operation, maintenance, dismantling, removal, testing, repair, and use of the bus shelters provided herein shall be in accordance with all applicable federal, state, and local laws and regulations, including but not limited to the most recent editions of the South Florida Building Code, National Electrical Code and the National Electrical Safety Code.

The Successful Proposer shall prepare the sites and install bus shelters or other component at the existing locations and at new locations approved by the City of Miami Beach in accordance with the installation and site preparation details contained herein. All materials, incorporated into the work, shall be new and in compliance with specifications of the construction documents. A schedule of shelter installation shall be provided to the City for approval to ensure that the public is always protected, and that a shelter is always available at the bus stop location. The existing bus shelters will be removed by the City's current vendor (Clear Channel). With a few exceptions, new shelters will be installed in the same footprint of the existing shelters.

Any preparation of the site required to provide a clean, stable and secure foundation for the bus shelters or other component shall be performed at the Successful Proposer's expense, including ensuring ADA compliance. Any necessary adjustments to the sites shall also be performed at the Successful Proposer's expense. Whenever possible, the installation of bus shelters, advertising displays, devices and materials will take place during hours of minimum passenger activity.

In the event of a relocation or elimination of a bus stop by the Miami-Dade County Department of Transportation and Public Works (DTPW), the Successful Proposer shall be responsible for relocating or removing the bus shelter at its own expense. An alternate location may be identified by the Successful Proposer for consideration and subject to review and approval by the City and DTPW. Re-installation of a bus shelter at a new or alternate location will be solely at the

Successful Proposer's expense.

In the event that a FDOT, County, or City-initiated roadway construction project impacts an existing bus stop, bus shelter, or bus shelter component, necessitating its removal, the Successful Proposer shall be responsible for any required alteration or the removal of the existing shelter and installation of a temporary bus shelter, pursuant to the City's adopted design, for the duration of roadway construction project, if requested by the City. The Successful Proposer is responsible for removal of the temporary shelter and re-installation of an original size bus shelter once the roadway construction project is completed. All costs associated with the removal of the existing bus shelter, installation of a temporary bus shelter, removal of the temporary bus shelter, and installation of a replacement bus shelter shall be borne by the Successful Proposer.

Before beginning construction operations, the Successful Proposer shall verify with the various utility companies that its operations are not in such proximity to utility facilities, or other property, that damage to same may result in expense, loss, disruption of service, or undue inconvenience to the public or the owner. Work shall not commence until all the arrangements necessary for the protection thereof are made. The Successful Proposer shall be solely and directly responsible to the owner of such properties for any damage, injury, expense, loss, inconvenience or delay caused by its operations.

All electrical service lines to/from the shelter site shall be underground and shall originate from a point-of-service designated by the City or other agency. Electrical service to every shelter must always be maintained in a safe working order. Any required coordination with the electric service provider and all costs associated with the electric service (service drop, disconnect, etc.) will remain the sole responsibility of the Successful Proposer.

The Successful Proposer shall not remove any bus shelter installed at a location during the contract term without first having obtained written consent of the City's Transportation Department. The City also reserves the right to require the Successful Proposer to remove any bus shelter within five (5) days written notice to the Successful Proposer.

All liability related to operation, placement, construction, installation, removal, relocation, operation and maintenance of transit shelters shall be the sole responsibility of the Successful Proposer.

### **9. Restoration of Property**

All properties, on public or private land, which are damaged or removed for the installation of a bus shelter or other component at the convenience of the Successful Proposer, shall be repaired or replaced by the proposer, at no cost to the City of Miami Beach, prior to the final acceptance of the work.

Any sidewalk or pavement restoration shall be performed in accordance with the standards, specifications, and regulations of the City of Miami Beach Public Works Department. All restoration of landscaping and sodding shall conform to the standards and regulations of the City of Miami Beach.

Each bus shelter or any bus shelter component shall be cleaned-up immediately upon completion

of work at that site. All scraps, debris, excess of excavated materials, packing materials, barricades and every other kind of trash or surplus material shall be picked-up and hauled away, leaving the site neat, clean, safe, and ready for use by the public.

#### **10. Pre-work Conference**

After the award of the Contract, and prior to the issuance of the Notice-to-Proceed, a Pre-work Conference shall be held between the Successful Proposer, members of the City of Miami Beach, and any other agency and company that may be affected by the work. The time and place for the conference will be set by the City Administration. The Successful Proposer shall bring to this conference, for approval by the City of Miami Beach, a proposed schedule for the installation and maintenance of the bus shelters or other component over the life of the Agreement.

#### **11. Continuing Maintenance Obligation**

The Successful Proposer shall maintain all bus shelters and bus shelter components in first-class, like-new condition throughout the life of the contract agreement, including refurbishing, reconditioning, and, if necessary, replacing damaged shelters or shelter components (including technology components), and shall also be responsible for the cleaning, repairing, or replacement of all dirty or damaged parts thereof. The Successful Proposer shall ensure that its name and contact information is posted on all bus shelters for the public to report any deficiencies.

The Successful Proposer hereby agrees that the City will collect funds, as detailed in accordance with "Penalty Fees for Failure to Perform" section of the RFP, for failure to perform required bus shelter maintenance for the City according to the timeframe as set forth in this paragraph.

Maintenance and service of the bus shelters and any other component shall include, but not be limited to, the following:

- Every three (3) non-consecutive days, at least one (1) day apart, all surfaces including but not limited to: glass/Lexan, roof, advertising kiosk, trash container, glass windscreens, ceiling panels, seating, leaning rails, vertical columns and signs shall be thoroughly cleaned; graffiti (paint, markers), stickers and unauthorized posters removed; and the sidewalk surface under and in a radius of ten (10) feet from the outer edge of the bus shelter shall be maintained in a safe, clean, attractive, and sanitary condition, and in good working order and state of good repair, free of dirt, grime, sugar drink spills, wet paint, bio-hazards, dust, graffiti, overgrown grass and/or weeds, overflowing trash, litter and debris, sticky material (chewing gum for example) and other rubbish. This effort includes power washing of shelter and shelter area, bearing in mind that high volume stops/shelters may require more frequent cleaning and power washing. Any deficiencies listed above shall be addressed within 24 hours of its discovery, or after receipt of a request from the City, or the public;
- All visible painted areas shall be kept free of chipped, faded, peeling, and/or cracked paint;
- All visible unpainted metal areas shall be kept free of rust and corrosion;
- All clear glass parts shall be kept unbroken and free of cracks, dents, graffiti, blemishes, and discoloration;



- Clean and maintain shelter drainage system in operating condition at all times (gutters, spouts and any other parts)
- The structural parts shall not be broken, damaged, or unduly misshapen;
- Disinfectants, cleaning products, methods and procedures that have been environmentally-friendly certified shall be used and not damage surface areas;
- The Successful Proposer shall maintain a daily log (electronically and hand-written) for each bus stop certifying scheduled services were performed. The daily log shall include a checklist of scheduled duties and the date and time services were performed. In addition, the daily log shall include space for reporting site discrepancies that were found during site inspection. Discrepancies reported shall include, at a minimum, vandalism and graffiti, that was removed and the location where it was found. Burnt-out light fixtures, broken and unserviceable equipment shall be reported to the City upon discovery and should be included in the daily log. The daily log shall be provided monthly;
- Proper illumination shall be maintained at all bus shelters, in terms of lighted visibility at the bus shelter, from dusk until dawn, and repair all non-illuminated bus shelters within 24 hours of its discovery by the Successful Proposer, or after receipt of such non-illumination concerns at the shelter from the City or the public;
- All electrical components and wiring shall be checked every six months and a report provided to the City (including but not limited to GFCI and grounding);
- Any glass panel will be replaced if etching/scratching affects more than 20% of the panel or if the etching/scratching is socially unacceptable (obscenities, gang symbols, text or symbols promoting hatred, etc.).
- Routine maintenance inspection on the exterior of each bus shelter unit shall be conducted during cleaning. The inspection crew shall either address issues during the site visit or immediately report any issues beyond basic maintenance that need further attention to specialized technician/maintenance crew through a work order system as part of an electronic software application.

The Successful Proposer shall prepare a maintenance schedule for all bus shelters in the City that complies with the maintenance provision herein. Said maintenance schedule shall be provided to the City for review and approval. Any changes to the approved maintenance schedule shall be reported to the City immediately for review and approval.

Additionally, the proposer is required to establish and operate a maintenance and operations center for managing construction, operation and maintenance of the bus shelters, including the ability to receive and respond to complaints, comments, reports and concerns regarding the installation, maintenance, and operation of bus shelters. The proposer shall create and make available at no cost to the City, web-based portal that will provide, throughout the term of the Agreement, up-to-date information about the bus shelter construction, installation, operation and maintenance schedule for each bus shelter including citizens' complaints. As improvements in technology become available, Successful Proposer shall implement such improvements in the web-based portal. Bus shelters shall conspicuously display the phone number of the Successful Proposer's maintenance and operations center, together with instructions to the public to report any damage, vandalism, graffiti, malfunction, cleanliness matter, compliments, complaints or concerns to such maintenance and operations center and the website for web-based portal. Asset number shall be also displayed, facilitating identification of the shelter. Toll-free phone

system/answering service shall be established and available 24 hours a day, seven (7) days a week, for customer service calls from the public and the City. Successful Proposer shall ensure that incoming calls never get a busy signal and that representative is always available to answer or immediately return calls related to bus shelter related emergencies.

The Successful Proposer shall compile and maintain the log of public complaints or comments received, together with documentation and detailed account of Successful Proposer's response in each instance. The Successful Proposer shall make this information available on a public web-based portal within three (3) business days of its receipt of any such information, for review by the City and the public. The Successful Proposer shall ensure that any such information posted remains publicly available on a web-based portal for a minimum of one (1) year and the Successful Proposer shall archive and maintain this information for review by the City for the term of the contract agreement.

The Successful Proposer shall provide the City, at the beginning of each year of the agreement, a complete maintenance and cleaning program with a schedule of frequency of maintenance and cleaning inspections to be conducted for each bus shelter or other applicable component, for review and approval by the City.

The Successful Proposer shall provide a telephone number(s) which will be answered 24 hours per day in the event City representative(s) must contact the Successful Proposer to request emergency repair or cleaning services.

## **12. Repair of Damaged or Vandalized Bus Shelters**

The Successful Proposer shall:

- A. Secure the site, in case damage or vandalism is of an emergency or hazardous nature (for example, broken glass or damaged and protruding components), within three (3) hours of notification, and the final repair shall be performed within 24 hours of its discovery by the Successful Proposer, or after receipt of notice of such vandalism or damage from the City or the public;
- B. Remove and replace damaged bus shelters that cannot be repaired on-site within 48 hours:
  - a. Reinstall repaired bus shelters within 30 calendar days of removal or provide written notice to the City's Project Manager within 14 calendar days of removal, if the damaged bus shelter cannot be repaired and reinstalled within the required 30 day period, and stating the reasons for the additional time, subject to City approval;
  - b. Ensure that replacement bus shelters comply with all requirements for bus shelter installation standards;
  - c. The Successful Proposer shall be responsible for the lawful removal of the bus shelter and any associated disposal fees for destroyed/damaged shelter components;
- C. Repair bus shelter damages that are hazardous (posing danger to the public) and repair/replace malfunctioning bus shelter lighting systems caused by damage or vandalism

- within 24 hours of discovery by the Successful Proposer or upon notice from the City or the public;
- D. Provide a written monthly report to City's Project Manager of bus shelters that have been subject to repeated vandalism;
  - E. Obtain all necessary approvals and permits and be responsible for paying any applicable fees as required by the City and any other agencies to properly remove and replace damaged bus shelters;
  - F. The Successful Proposer hereby agrees that the City may collect a penalty fee as detailed in "Penalty for Failure to Perform" section for failure to perform required bus shelter services for the City, in accordance with the timeframe as set forth in this paragraph.

All bus shelter replacements, repairs, and spare parts shall be provided and installed at Successful Proposer's sole expense.

### **13. Bus Shelter Components and Parts**

The Successful Proposer shall ensure the availability of bus shelter components for installation of new shelters as well as for expedient repairs of damaged bus shelters for the term of the resultant contract. Materials and components shall comply with the approved construction plans and specifications of the bus shelters. The Successful Proposer is responsible for any third-party cost to integrate bus shelter components for proper operation.

### **14. Inspection**

Bus shelters and other applicable components will be subject to inspection by the City of Miami Beach at any time during the contract period for compliance with the requirements established in this proposal and the subsequent contract performance standards. Such inspection is for the sole benefit of the City of Miami Beach and shall not relieve the Successful Proposer of the responsibility of providing measures to ensure that the bus shelters or other applicable components strictly comply with the Contract documents.

### **15. Placement Conditions**

The installation of bus shelters or other applicable component within the public rights-of-way and in any manner connected with the Streets and Sidewalks within the City shall be subject to approval by the Department of Public Works and shall conform to the following requirements:

- It shall be free of interference with the flow of pedestrians, bicycles, wheelchairs, or vehicular traffic;
- It shall conform to department standards for objects within the right-of-way and will accommodate access to City facilities, whether said facilities were installed pre or post shelter construction (in cases where conflicts are unavoidable, the bus shelters will be relocated at the Successful Proposer's sole expense);
- It shall allow ingress and egress from any place of business;
- It shall be free of interference with the function of traffic signs or signals, hydrants, mailboxes, or any other street furniture;

- It shall comply with all requirements of the Americans with Disabilities Act (ADA) for pathway clearances and maneuverability. The required dimensions shall be shown in the permit submittal engineering drawing;
- Bus benches and shelters shall be placed in accordance with the clear sight distance and line of sight standards as defined by State, County and City standards;

Bus shelters or other components shall be placed or otherwise secured to prevent their being blown down or around the Street or Sidewalk and in compliance with the South Florida Building Code for resistance to hurricane force winds.

Bus shelters shall be placed, installed, used, or maintained so as to comply with the Code of the City of Miami Beach and shall not be located within five (5) feet of any pedestrian crosswalk, taxi stand, or counter window or within fifteen (15) feet of any fire hydrant, fire call box, police call box, or other emergency facility or within four (4) feet of the curb unless specifically approved by the Public Works Department.

The existing inventory of bus stops within the City shall be the basis for the location of new bus shelters. The City reserves the right to reject a location if it deems it necessary because the placement might create a public nuisance or hazard.

## **16. Advertising Standards**

While the City understands the need to maximize advertising revenue, the City is also interested in maintaining a pleasant and aesthetic image and ensure the quality-of-life of its residents.

New bus shelters will allow digital advertisement, static advertisement, or a combination of both to be displayed. Some bus shelters may not contain advertisement. The Successful Proposer shall have the right to solicit and sell advertising to be installed on bus shelters and have the right to negotiate the advertising rates. Advertising shall include standard 4x6-foot posters and electronic displays at select locations to be agreed upon by the City and the Successful Proposer.

The Successful Proposer is solely responsible for all design, development, production, redesign, removal, and installation of advertising. The City, at its discretion, may request removal of any advertisement if it deems the advertisement is offensive, objectionable, or inappropriate.

The Successful Proposer shall provide, install, and maintain high quality, professionally designed commercial advertising displays on bus shelters designated by the City. The Successful Proposer shall adhere to generally accepted principles of advertising in relation to good taste and truth in advertising. No advertising which is considered objectionable and offensive in its content or method of presentation shall be displayed. Whenever a question arises as to the propriety of an advertisement, prior to its installation, the Successful Proposer is required to submit the advertisement work to the City's Project Manager, for review and approval.

The Successful Proposer shall provide no more than one (1) static advertisement display per face of the advertising box.

The Successful Proposer is required to remove any and all non-compliant bus shelter

advertisement display, as detailed below, within 24 hours after receipt of official notice from the City Manager or City's Project Manager.

The Successful Proposer shall comply with the following:

1. No advertising shall contain the words "STOP", "LOOK", "DRIVE IN", "DANGER" or any other word, symbol, or displays designed to distract vehicular traffic.
2. No advertising shall contain material that is immoral, lascivious, or obscene as defined in Section 847.001 Florida Statutes.
3. No advertising shall be for businesses engaged in any activity that requires the exclusion of minors pursuant to Chapter 847, Florida Statutes.
4. Tobacco advertising or electronic cigarette advertising shall not be allowed.
5. Political or political campaign advertising shall not be allowed.
6. Advertising of alcoholic beverages, as defined by Section 561.01, Florida Statutes, shall be permitted with the following restrictions:
  - 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. All advertising for alcoholic beverages will require approval from the City's Project Manager;
  - 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."
7. No advertising shall contain libelous material or material detrimental to the operation or goals of the City.

## **17. City's Self-Promotional Space**

The Successful Proposer shall provide the City with exclusive access to, at minimum, five percent (5%) of advertising faces for City self-promotional announcements on an on-going basis. City will determine the location of bus shelters for self-promotional announcements.

From time to time, the City may need more advertisement space than what exclusive space can provide. Successful Proposer shall accommodate City's need for self-promotion by providing the City with access to remnant space for a minimum of four (4) weeks in duration.

The Successful Proposer will be notified at least two (2) weeks in advance of the City's intention to place an advertisement. Successful Proposer shall then make arrangements for the installation of the City's advertising. The City will provide the finished artwork for the City's self-promotional announcement (either for a static poster or digital advertisement (as applicable)) to the Successful Proposer for final production, printing, and installation. Static advertisement (posters) shall be printed and installed within five (5) business days. Digital advertisement shall be posted within three (3) business days.

The Successful Proposer shall pay for the printing cost for the City's self-promotional announcement posters, and install, maintain, and remove these posters or digital advertisement at the Successful Proposer's expense, as requested by the City.

#### **18. Advertising Removal**

Notwithstanding the provisions of Paragraph "Advertising Standards", approval by the City of advertising materials, advertisements, and manner of presentation is not required.

The City Manager or City's Project Manager will require the Successful Proposer to remove any advertising that fails to comply with Paragraph "Advertising Standards". The Successful Proposer shall remove advertising within 24 hours upon issuance of a written request from the City Manager or City's Project Manager to remove said advertising.

In the event the Successful Proposer fails to remove the advertising as specified herein, the City may take necessary actions to remove the advertisement. The Successful Proposer is obligated to reimburse the City for actions taken under this provision. The City is not liable for any damages in connection therewith.

In the event the City determines that an advertisement that was previously required to be removed is later advertised again or not removed, the Successful Proposer hereby agrees that the City may collect funds as detailed in Paragraph "Penalty for Failure to Perform" of the RFP, where such advertising is discovered by the City and not removed within the timeframe as set forth in this paragraph. The City will take necessary actions to remove the advertisement and request reimbursement from the Successful Proposer for costs incurred.

#### **19. Revenue Sharing Proposal**

Proposer must include a revenue sharing schedule to be paid to the City from the advertising revenue. A minimum payment per quarter for the total of the shelters and other components is required by the City. A percentage of revenue sharing above and beyond the minimum payment shall



be included with the proposal. The percentage portion shall be paid on a quarterly basis together with a minimum payment. Revenue sharing proposal shall be specific for each year of the contract. A detailed CPA Certified statement of Gross receipts shall be provided to the City on an annual basis throughout the life of the Agreement.

## **20. Penalty Fees for Failure to Perform**

It is the intent of the City of Miami Beach to impress upon the Successful Proposer the need for continual maintenance of the bus shelters or other components in as clean, safe, and presentable condition as possible.

The Successful Proposer shall correct any conditions making any bus shelter or its components unacceptable to the public, property owners in the vicinity, or to the City of Miami Beach, the latter being the final judge of the criterion of acceptability. If any of the bus shelters or bus shelter components to be maintained by the Successful proposer through a resulting contract is deemed unacceptable by the City of Miami Beach, the Successful Proposer shall be notified in writing, via email, or by telephone.

In accordance with the service requirements of the contract, the Successful Proposer shall be liable for damages resulting from its failure to meet contractual requirements or performance standards. The City's assessment of any and all performance penalty fees shall be final. The City will facilitate the fee assessment by invoicing the Successful Proposer for the amount assessed.

The penalty fee shall be interpreted as failure to maintain the existing bus shelters, as directed by the City. A written notice of violation and intent to impose a penalty fee shall be provided to the Successful Proposer in the form of a written report. These Penalty Fee reports will be issued to the Successful Proposer by the City's Project Manager, in order to afford the Successful Proposer time to notify the City of extenuating circumstances. Penalty Fee shall result in the following per diem fees per reported incident:

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

### **Level 1 Penalty Fee:**

- a) Failure to remove overflowing trash, litter and debris from bus shelter area and areas surrounding bus shelter
- b) Failure to remove graffiti or stickers at a specific shelter site

### **Level 2 Penalty Fee:**

- a) Failure to remove advertising poster or digital advertisement as directed by the City Manager or City's Project Manager
- b) Failure to remove and/or reinstall existing bus shelter within the required timeframe for completion of the project
- c) Failure to maintain proper illumination at a shelter site
- d) Failure to replace/repair any missing/vandalized/damaged/non-operational component of the shelter, including technology components



**Level 3 Penalty Fee:**

- a) Failure to repair a specific damaged bus shelter caused by a vehicular accident or act of vandalism
- b) Failure to remove a specific damaged shelter that cannot be repaired on site

Level 1: Penalty Fee in the amount of \$100 per day (24 hours) per reported incident

Level 2: Penalty Fee in the amount of \$200 per day (24 hours) per reported incident

Level 3: Penalty Fee in the amount of \$400 per day (24 hours) per reported incident

**21. Ownership**

The Successful Proposer shall always retain ownership of the bus shelters and all other components during the term of the contract agreement. At the end of the initial ten (10) year period, an extension of the agreement for an additional five (5) year period may be negotiated between the Successful Proposer and the City, at the City's sole discretion. Terms for the extension shall be determined during negotiations. At the end of the term of the contract agreement, the City shall retain ownership of all bus shelters and any other bus shelter components existing at that time.

**22. Change Of Project Manager or Key Personnel**

A change in the Consultant's project manager or key personnel (as well as any replacement) shall be subject to the prior written approval of the City Manager or his designee. Replacement (including reassignment) of an approved project manager, public information officer, or any key personnel shall not be made without submitting a resume for the replacement staff person and receiving prior written approval of the City Manager or his designee (i.e. the City project manager).

**23. Sub-Consultants**

The Consultant shall not retain, add, or replace any sub-consultant without the prior written approval of the City Manager, in response to a written request from the Consultant stating the reasons for any proposed substitution. Any approval of a sub-consultant by the City Manager shall not in any way shift the responsibility for the quality and acceptability by the City of the services performed by the sub-consultant from the Consultant to the City. The quality of services and acceptability to the City of the services performed by sub-consultants shall be the sole responsibility of Consultant.

## **24. Insurance Requirements**

This article sets forth the minimum levels of insurance that the contractor is required to maintain throughout the term of the contract and any renewal periods. The City reserves the right to modify insurance requirements prior to award.

- Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.
- Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
- Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
- The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.
- Thirty (30) days written cancellation notice required.
- Best's guide rating B+:VI or better, latest edition.
- The certificate must state the proposal number and title

**The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.**

# APPENDIX D

# MIAMI BEACH

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## Plans & Specifications by ACAI (under separate cover)

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### 2019-306-KB REVENUE SHARING AGREEMENT FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF BUS SHELTERS

PROCUREMENT DEPARTMENT  
1755 Meridian Avenue, 3<sup>rd</sup> Floor  
Miami Beach, Florida 33139

# APPENDIX E

## MIAMI BEACH

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### Map and List of all Existing Bus Stops and Shelter in City (under separate cover)

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### 2019-306-KB REVENUE SHARING AGREEMENT FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF BUS SHELTERS

PROCUREMENT DEPARTMENT  
1755 Meridian Avenue, 3<sup>rd</sup> Floor  
Miami Beach, Florida 33139

## APPENDIX F

# MIAMI BEACH

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## Map and List of all Proposed Bus Stops and Shelter in City (under separate cover)

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### 2019-306-KB REVENUE SHARING AGREEMENT FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF BUS SHELTERS

PROCUREMENT DEPARTMENT  
1755 Meridian Avenue, 3<sup>rd</sup> Floor  
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