

INVITATION TO NEGOTIATE (ITN) 2020-239-KB

REVENUE SHARING AGREEMENT FOR THE  
CONSTRUCTION, OPERATION, AND MAINTENANCE  
OF BUS SHELTERS AND OTHER STREET FURNITURE

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**SECTION 0100****INSTRUCTIONS TO PROPOSERS**

**1. GENERAL.** This Invitation to Negotiate (ITN) 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 ITN 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 ITN. Any prospective Proposer who has received this ITN by any means other than through **PublicPurchase** must register immediately with **PublicPurchase** to assure it receives any addendum issued to this ITN. **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 Invitation to negotiate 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. The design intent package showing prototypical bus shelter designs has been included in Appendix B.

The City of Miami Beach has approximately 103 bus shelters within its limits. Of those, 99 include advertising panels with two visible faces. The City’s desire is to replace existing shelters with new shelters, pursuant to the attached scope of work, and furthermore expand bus shelter inventory so that, desirably, each bus stop has a bus shelter.

**2.2 Purpose.** The purpose of this ITN is to seek proposals from qualified parties for the design, construction, operation and maintenance of new prototypical bus shelters (see Appendix B) or an alternative bus shelter design proposed by the Successful Proposer, and other street furniture (benches and stand-alone ETA signs), 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 and other street furniture shall be the responsibility of the Successful Proposer. The prototypical bus shelter design incorporates features enhancing the transit experience of passengers, including innovative designs and technology, and enables for installation of bus shelters at more bus stops, particularly at locations with constrained right-of-way. The City's goal through this solicitation is to improve the aesthetics of the bus stops, 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, the Project 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 may 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.

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

ITN Issued	September 18, 2020
Pre-Proposal Meeting	September 29 @ 10:00AM EST
Deadline for Receipt of Questions	October 23, 2020 @ 5:00PM EST
Proposals Due	November 2, 2020 @ 3:00PM EST
Evaluation Committee	November 2020
Tentative Commission Approval	December 2020
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. Attendance for the pre-proposal meeting shall be via telephone and recommended as a source of information but is not mandatory. Proposers interested in participating in the Pre-Proposal Meeting must follow these steps:

(1) Dial the TELEPHONE NUMBER: 1-786-636-1480

(2) Enter the MEETING NUMBER: 162 482 588 #

Proposers who are participating via telephone should send an e-mail to the contact person listed in this ITN 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 *BidSync*. Any prospective proposer who has received this ITN by any means other than through *BidSync* must register immediately with BidSync to assure it receives any addendum issued to this ITN. 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 ITN Timetable** section.

**7. CONE OF SILENCE.** This ITN 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. 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).

**9. 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.

**10. DETERMINATION OF AWARD.** The final ranking results of the evaluation process 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.

**11. 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.

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**SECTION 0200**

**GENERAL CONDITIONS**

**TERMS & CONDITIONS –SERVICES.** By virtue of submitting a proposal in response to this solicitation, proposer agrees to be bound by and in compliance with the Terms and Conditions for Services (dated April 13, 2020), incorporated herein, which may be found at the following link:

<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

**TERMS & CONDITIONS – CONSTRUCTION.** By virtue of submitting a proposal in response to this solicitation, proposer agrees to be bound by and in compliance with the Terms and Conditions for Construction (dated April 13, 2020), incorporated herein, which may be found at the following link:

<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

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**SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT**

**1. ELECTRONIC RESPONSES (ONLY).** Electronic responses to this ITN are to be submitted through BidSync until the date and time as indicated in this document. ***It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time.*** There is no cost to the Proposer to submit a proposal in response to a City of Miami Beach solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files (proposal format indicated below). All proposals received and time stamped through BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. Proposals will be opened promptly at the time and date specified. Hard copy proposals or proposals received electronically, either through email or facsimile, submitted prior to or after the deadline for receipt of proposals are not acceptable and will be rejected. Late bids cannot be submitted, bidders are cautioned to plan sufficiently. The City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence.

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. The City will only consider the latest version of the proposal.

**2. NON-RESPONSIVENESS.** Failure to submit the following requirements shall result in a determination of non-responsiveness. Non-responsive proposals will not be considered.

1. Bid Submittal Questionnaire (completed and submitted electronically)
2. Failure to comply with Minimum Eligibility Requirement (See Appendix A, Section A1).
3. Revenue Proposal (Tab 6 below)

**3. OMITTED OR ADDITIONAL INFORMATION.** With exception of the Bid Submittal Questionnaire (submitted electronically) and the Cost/Revenue Proposal, if applicable, 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.

**4. ELECTRONIC 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 tabs, and sections as specified below. The electronic submittal should be tabbed as enumerated below and contain a table of contents with page references. The electronic proposal shall be submitted through the "Line Items" attachment tab in BidSync.

TAB 1	Cover Letter & Minimum Qualifications Requirements
1.1	<p><b>Cover Letter and Table of Contents.</b> The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.</p> <p><b>1.2 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. Key personnel include partners, managers, seniors and other professional staff that will perform work for this project.</p>

**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 design, 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:
- a. project name and detailed scope of services provided;
  - b. name of any personnel, included in Section 1.2 above, of the proposer or sub-consultant that worked on the referenced project;
  - c. name and location of client; and
  - d. 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 design, 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:
- a. Identify the key team member (sub-consultant/sub-contractor and/or its principal[s]) that completed the project;
  - b. project name and detailed scope of services provided;
  - c. name of any personnel, included in Section 1.2 above, of the proposer or sub-consultant that worked on the referenced project;
  - d. name and location of client; and
  - e. 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.

**Continued on the following page.**

**TAB 3      Approach & Methodology to Design and Construction**

**3.1 Design.** The purpose of the Design Intent Guidelines package included herein is to establish a basis of design for the bus shelters and related components. Any proposed deviation from the Design Intent Guidelines must be clearly articulated by the bidder in its proposal.

**3.1.1. Submit Proposed Design.** Proposed design should be submitted in sufficient detail and include plans, elevations, features and details on material elements.

**3.2 Design, Construction & Installation.** Describe the proposer's approach to the following:

- a. efficiently coordinating and securing regulatory approvals for design and construction;
- b. manufacturing/fabricating custom bus shelters;
- c. construction/installation of the shelters and all related technology/software components;
- d. approach to maintenance of traffic (MOT);
- e. bus stop access during construction;
- f. transit customer/pedestrian safety and convenience concerns;
- g. community outreach to mitigate disruption.

**3.3 Technology Integration.** Describe proposer's approach to technology integration and ensuring all technology components are integrated and operational at all times.

**3.4 Project Schedule.** Provide a tentative project schedule (including the use and removal of existing (if applicable) and installation of new bus shelters and other street furniture). Describe approach to staging and managing installation to shorten schedule and minimize delays.

**3.5 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 and other street furniture 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 and street furniture.

**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.

Continued on the following page.

**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 Advertisement Programming.** Describe the proposer's approach to advertisement programming and whether or not the existing bus shelters will be used temporarily or otherwise 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. Revenue proposal may be submitted for any or all of the following term options.

- a. Ten (10) year initial term with one (1), five (5) year optional renewal period.
- b. Fifteen (15) year initial term with one (1), five (5) year optional renewal period.
- c. Twenty (20) year initial term with one (1), five (5) year optional renewal period.

**The revenue proposal shall only be considered by the City Manager. 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. In considering quantitative factors, the City Manager may also consider any feedback or information provided by staff, consultants or any other third-party in developing an award recommendation in accordance with Section 0400.**

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

**1. EVALUATION OF PROPOSALS.** All responsive proposals will be evaluated in accordance with this section. If more than one proposal is received, 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 ITN, 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, SCOPE AND APPROACH), AND VETERAN'S PREFERENCE.** The Evaluation Committee shall only consider qualitative factors. The Evaluation Committee shall not consider quantitative factors (e.g., cost, revenue) in its review of proposals. The Evaluation Committee shall act solely in an advisory capacity to the City Manager. The results of the Evaluation Committee process do not constitute an award recommendation. The City Manager may utilize, but is not bound by, the results of the Evaluation Committee process, as well as consider any feedback or information provided by staff, consultants or any other third-party in developing an award recommendation in accordance with Sub-section 3 below. 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. The Procurement Department will assign points for Veteran's Preference, pursuant to Ordinance No. 2011-3748, as applicable.

Qualitative Criteria	Maximum Points
Experience & Qualifications of the Proposer & Project Team	30
Approach & Methodology to Design and Construction	30
Approach & Methodology to Maintenance	25
Approach & Methodology to Advertising	15
<b>TOTAL AVAILABLE QUALITATIVE POINTS</b>	<b>100</b>

**EVALUATION COMMITTEE RANKING FOR QUALITATIVE CRITERIA ONLY.** 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>	Qualitative Points	82	76	80
	Rank	1	3	2
<b>Committee Member 2</b>	Qualitative Points	79	85	72
	Rank	2	1	3
<b>Committee Member 3</b>	Qualitative Points	80	74	66
	Rank	1	2	3
<b>Low Aggregate Score</b>		<b>4</b>	<b>6</b>	<b>8</b>
<b>Final Ranking*</b>		<b>1</b>	<b>2</b>	<b>3</b>

**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.

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.

# APPENDIX A

# MIAMI BEACH

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## SCOPE OF WORK

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2020-239-KB  
REVENUE SHARING AGREEMENT FOR THE  
CONSTRUCTION, OPERATION, AND  
MAINTENANCE OF BUS SHELTERS AND  
OTHER STREET FURNITURE

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

## **1. Background**

This ITN seeks to engage a Successful Proposer for construction, operation and maintenance services for the prototypical bus shelters or alternative bus shelter design proposed by the Successful Proposer, street furniture (benches and stand-alone ETA signs), 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 purpose of the Design Intent Guidelines package included herein is to establish a basis of design for the bus shelters and related components. The City understands that modifications to some areas of the design may be necessary to meet constructability and affordability goals. Any proposed deviation from the Design Intent Guidelines must be clearly articulated by the bidder in its proposal. The City reserves the right to accept or reject any modifications to the Design Intent Guidelines.

## **2. Scope of Services**

Provide the City of Miami Beach with the construction, operation and maintenance of bus shelters at each bus stop in the City, desirably in accordance with the prototypical design provided by the City (Appendix B. 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 bus shelter at each bus stop in the City (currently 284 bus stops, which may change from time to time), desirably of a prototypical design provided by the City (Appendix B), 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) At no cost to the City, acquire, install and maintain bus benches at bus stops not equipped with bus shelter, either on temporary basis or permanent (as applicable) of design mutually agreed between the City and the Successful Proposer;
- c) At no cost to the City, acquire, install, operate and maintain stand-alone solar-powered transit service Estimated Time of Arrival (ETA) signs at number of bus stops mutually agreed between the City and the Successful Proposer using technology solution mutually agreed between the City and the Successful Proposer;

- d) Ensure that the bus shelters, technology components of the shelters, and street furniture 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, technology components, and street furniture, and removing overflowing trash, litter, and debris from areas within and around the bus shelters and street furniture;
- e) 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, in order to build, operate and maintain bus shelters throughout the term of this contract. This includes Planning Board(s) approvals (as required), right-of-way permits, Lane Closure/Maintenance of Traffic (MOT) permits, and all other required permits and approvals (i.e. building, electrical, etc.) from the appropriate jurisdictional agency, including coordination and communication with adjacent property owners.
- f) Creating, producing, installing and removing advertising materials and other related services;
- g) 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 a 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 C.

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

The City's goal is to expand bus shelter inventory enabling for bus shelter installation at each bus stop. The City will work closely with the Successful Proposer on a review of existing conditions, transit ridership, and land use data, to determine the number and type of shelter to be installed at each location. The final number of new shelters will be mutually determined and agreed by the City and the Successful Proposer.

## **7. Approvals and Permits**

The intent of the design intent package is to show the prototypical bus shelter designs the City of Miami Beach desires to use for this contract. The design intent packages represent the aesthetic character, size/massing, materiality, technical requirements, components, and amenities that are desired, however, bidders can propose alternative designs. The Successful Proposer shall be fully responsible for developing a final design and fabrication of the shelters. Designs shown in design intent package have been previously approved by the Historic Preservation Board and Design Review Board. The Successful Proposer shall be fully responsible for providing a final design that is approved by these boards and the City.

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, Planning 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 high ridership may have more than one shelter 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, bus shelter technology components and street furniture.

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 and Mobility 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. Building electrical right-of-way, and structural permits/reviews will also be needed (as applicable). Building permit application shall include information regarding electrical and structural diagrams and calculations, product specifications, and product approvals if needed. All electrical components need to be listed. The engineering drawing shall be signed and sealed by a State of Florida Registered Professional Engineer.

- b) Upon receipt of all City required approvals and permits, 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 complete the installation of new shelters within 30 days of receipt of all necessary permits.

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

All technical standards governing design, 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 and street furniture installation shall be provided to the City for approval to ensure that the public is protected, and that time needed for removal of existing and installation of the new shelter is minimized. To enable Successful Proposer to advertise and start generating revenue from the onset of the new agreement, ownership of 95 existing bus shelters and all street furniture (bus benches) will be transferred to the Successful Proposer upon the execution of the agreement. The remaining eight (8) bus shelters will be removed by Clear Channel as those are along transit inactive corridors and bus shelters will not be installed at those locations in the future.

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, street furniture, 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, if/when requested by the City for a duration of roadway construction project. 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 or when notified by the City. 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 facilities and 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 and Mobility 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, street furniture or other component at the convenience of the Successful Proposer, shall be repaired, restored or replaced by the Successful 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 or other agency that has jurisdiction over the right-of-way. All restoration of landscaping and sodding shall conform to the standards and regulations of the City of Miami Beach.

Each bus shelter, bus shelter component, and street furniture 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, bus shelter components and street furniture in first-class, like-new condition throughout the life of the contract agreement, including refurbishing, reconditioning, and, if necessary, replacing damaged shelters, shelter components (including technology components), and street furniture, 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 Section 20 "Penalty Fees for Failure to Perform" of the ITN, 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, shelter technology components and street furniture (as applicable) 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/plexiglass, 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 or street furniture (as applicable) 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 bus shelter and shelter area (bench and bench 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) 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 on a weekly basis;
- 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;
- Distribution and uniformity of the lighting within the bus shelter area is critical. The lighting shall be designed to provide an average of 5-foot candles under the shelter area. The minimum lighting level shall be minimum of 3-foot candles and maximum shall not exceed 10-foot candles. The lighting levels shall be measured at the seat height within the shelter area;
- 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);
- Routine inspection on the exterior of each bus shelter, shelter technology and street furniture 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 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 and Street Furniture**

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 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. The City reserves the right to require the Contractor to install a temporary shelter at the specified location until a permanent bus shelter can be installed by the Successful Proposer;
  - 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, and street furniture damages that are hazardous (posing danger to the public) and repair/replace malfunctioning bus shelter lighting systems, technology

- components and stand-alone ETA signs, 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, and street furniture that have been subject to repeated vandalism or frequent homeless activity requiring deep cleaning/sanitizing;
  - 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 performance penalty fee as detailed in Section 20 "Penalty for Failure to Perform" of the ITN for failure to perform required services for the City, in accordance with the timeframe as set forth in this Section.

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

### **13. Bus Shelter, and Street Furniture Components and Parts**

The Successful Proposer shall ensure the availability of bus shelter components, including technology components, and street furniture, for new installation as well as for expedient repairs of damaged bus shelters, technology components and street furniture for the term of the resultant contract. Materials and components shall comply with the design plans and specifications of the bus shelters and components, to be approved by the City. The Successful Proposer is responsible for any third-party cost to integrate any of the bus shelter technology components and stand-alone ETA signs 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 performing its own inspections and maintenance pursuant to the requirements set forth in Section 11 and taking appropriate actions to ensure that the bus shelters or other applicable components strictly comply with the resulting contract agreement.

### **15. Placement Conditions**

The installation of bus shelters, street furniture or other applicable component under this agreement 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 City 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 City standards for objects within the rights-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 (as applicable);

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

Bus shelters and street furniture 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 City.

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 ensuring 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 bus shelter locations to be agreed upon by the City and the Successful Proposer.

The Successful Proposer is solely responsible for all design, development, production, redesign, installation, and removal of all 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 the City's bus shelters. 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.

The Successful Proposer shall comply with the following:

1. All advertising must comply with Federal, State, Miami-Dade County, and existing City of Miami Beach laws, laws, ordinances, rules and regulations.
2. No advertising shall contain the words "STOP", "LOOK", "DRIVE IN", "DANGER" or any other word, symbol, or displays designed to distract vehicular traffic.
3. No advertising shall contain material that is immoral, lascivious, or obscene as defined in Section 847.001 Florida Statutes.
4. No advertising shall be for businesses engaged in any activity that requires the exclusion of minors pursuant to Chapter 847, Florida Statutes.
5. Tobacco advertising or electronic cigarette advertising shall not be allowed.
6. Political or political campaign advertising shall not be allowed.
7. 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.”

8. 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/public service 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/public service 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 Section 16 “Advertising Standards” of the ITN, approval by the City of advertising materials, advertisements, and manner of presentation is not required.

The City will require the Successful Proposer to remove any advertising that fails to comply with Section 16 “Advertising Standards” of the ITN. The Successful Proposer shall remove advertising within 24 hours upon issuance of a written request from the City 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 Section 20 “Penalty for Failure to Perform” of the ITN, where such

advertising is discovered by the City and not removed within the timeframe as set forth in this Section. 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 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 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, bus shelter components (including technology components), and street furniture in as clean, safe, operational, and presentable condition as possible.

The Successful Proposer shall correct any conditions or deficiencies making any bus shelter, shelter components, and street furniture 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, bus shelter components, or street furniture 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 resulting contract, the Successful Proposer shall be liable for damages resulting from its failure to meet contractual requirements or performance standards. In addition, pursuant to this Section of the ITN, the City shall have the right to impose Performance Penalty Fees to the Successful Proposer for not meeting the performance standards established herewith. 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 Performance Penalty Fee shall be interpreted as failure to maintain the existing bus shelters, bus shelter components, and street furniture, as directed by the City and as stipulated in this Section of the ITN. Performance Penalty Fee shall result in the following per diem fees per reported incident:

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

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

- a) Failure to remove overflowing trash, litter and debris from bus shelter/street furniture area and areas surrounding bus shelter/street furniture
- b) Failure to remove graffiti or stickers at any bus stop

- c) Failure to provide maintenance program/cleaning schedule or perform inspections and provide written report to the City within the timeframe specified in this ITN

**Level 2 Performance Penalty Fee:**

- a) Failure to remove advertising poster or digital advertisement as directed by the City
- b) Failure to remove and/or reinstall bus shelter within the required timeframe
- 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, and street furniture

**Level 3 Performance Penalty Fee:**

- a) Failure to replace a bus shelter/street furniture damaged beyond repair due to a vehicular accident or act of vandalism
- b) Failure to remove a damaged shelter that cannot be repaired on site
- c) Failure to install a replacement shelter, including a temporary shelter at the City's discretion, within the timeframe specified in Section 12 of this ITN

Level 1: Performance Penalty Fee in the amount of \$100 per each day (24 hours) beyond the time allowed in the ITN

Level 2: Performance Penalty Fee in the amount of \$200 per each day (24 hours) beyond the time allowed in the ITN

Level 3: Performance Penalty Fee in the amount of \$400 per each day (24 hours) beyond the time allowed in the ITN

## **21. Ownership**

The Successful Proposer shall always retain ownership of the bus shelters, bus shelter components, including technology components, and street furniture during the term of the contract agreement. At the end of the initial term, 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 Successful Proposer'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 (e.g. the City's Project Manager).

## **23. Sub-Consultants**

The Successful Proposer shall not retain, add, or replace any sub-consultant without the prior written

approval of the City Manager or his designee, in response to a written request from the Successful Proposer stating the reasons for any proposed substitution. Any approval of a sub-consultant by the City Manager or designee 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 Successful Proposer 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 the Successful Proposer.

## **24. Insurance Requirements.**

### **24.1 Construction Phase**

The Firm shall provide, pay for and maintain in force at all times until substantial completion of the Design & Build phase of the project (unless otherwise provided), the following insurance policies:

1. **Commercial General Liability** with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, with a minimum aggregate limit of Two Million Dollars (\$2,000,000). Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- a. Premises and/or Operations coverage;
- b. Independent Contractor or Contractor Owners Protection Liability which includes liability coverage for operations performed for the name of the insured by independent and/or subcontractors that are hired, and acts or omissions of the named insured in connection with his/her general supervision of such operations;
- c. Products and/or Completed Operations coverage (the Firm shall maintain in force for 2 years after completion of all work required coverage for Products/Completed Operations, including Broad Form Property Damage);
- d. Explosion/Collapse and Underground Hazard coverage;
- e. Broad Form Property Damage.
- f. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement contained in the Contract Documents.
- g. City must be included as an Additional Insured on this policy as set forth in Section II.4 below.

2. **Workers' Compensation Insurance** to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. The Firm shall ensure that all subcontractor(s) at all tiers have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. In addition, the policy(ies) must include: Employers' Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000) each accident.

3. **Business Automobile Liability** with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (i) Owned Vehicles; and (ii) hired and Non-Owned Vehicles.

4. **Design Professional Liability** or equivalent Errors & Omissions Liability shall be maintained with the limits of liability provided by such policy to be no less than Two Million Dollars (\$2,000,000) for each claim, subject to a maximum self-insured retention acceptable to the City and not-to-exceed \$150,000. The Firm shall maintain the claims made form coverage with a minimum of three (3) years extended reporting following Final Completion and shall annually provide City with evidence of renewal coverage. The Firm is responsible for all self-insured retention amounts in the event of a claim. The Firm shall indicate the self-insured retention for this coverage on its Certificate of Insurance. The Firm shall notify City in writing within thirty (30) days of any claims filed or made against the Design Professional Liability Insurance Policy. Design Consultant and Design Subconsultants shall each maintain the same Errors & Omissions Liability coverages required herein.

5. **Installation Floater Insurance** for the installation of machinery and/or equipment into an existing structure. The coverage shall be "All Risk" coverage including installation and transit for one hundred percent (100%) of the "installed replacement cost value" covering the City as joint loss payee, with a deductible of not more than One Hundred Thousand dollars ( \$100,000.00) each claim.

6. **Excess umbrella liability insurance** with a limit of not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate in excess of the above mentioned insurance. firm may cause the insurance listed in this subsection to be provided through an overall "wrap up" policy, in lieu of individual policies provided by Contractors. This policy must name the City of Miami Beach, Florida, as additional insured.

#### **24.1.1. ADDITIONAL TERMS AND CONDITIONS**

1. **Notice to City.** If the initial insurance expires prior to the completion of the Work, renewal copies of insurance policies shall be furnished to the City to the date of their expiration. The firm or its insurer shall provide the City with at least thirty (30) days' notice of cancellation and/or restriction.

2. **Certificates of Insurance.** The Firm shall furnish to the City Certificates of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) days after notification of award of the Agreement. The required Certificates of Insurance shall specify the types of policies and limits provided, and identify this Agreement. The Certificates of Insurance shall be in form acceptable to, and subject to, approval by City. The failure to provide the Certificates of Insurance within fifteen (15) days shall be the basis for the rescission of the awarding Agreement. The official title of the certificate holder is City of Miami Beach, Florida. This official title shall be used in all insurance documentation.

3. **Additional Insured.** City and Design Criteria Professional shall be expressly

included as an Additional Insured on Commercial General and Auto Liability policies, and with a blanket endorsement that is acceptable to the City.

4. **Notice of Cancellation and/or Restriction.** firm or its insurer shall provide the City with at least thirty (30) days' notice of cancellation and/or restriction.

5. **Duty of Care.** The Firm's furnishing insurance coverage shall in no way relieve or limit, or be construed to limit or relieve or limit, the Firm or any of its Subcontractors of any responsibility, liability, or obligation imposed by the Contract Documents, or by Applicable Laws, including, without limitation, any indemnification obligations which the Firm or any of its Design Consultant, Design Subconsultants, Contractors, and Subcontractors have to City thereunder.

6. **The Firm's Failure to Procure.** The Firm's failure to procure or maintain the insurance required by this Appendix "E" during the entire term of the Work shall constitute a material breach and automatic Default of the Agreement. In the event of such a breach, the City may exercise all available rights and remedies hereunder, including the right to immediately suspend or terminate the Agreement without any further notice to or opportunity to use for Firm or, at its discretion, procure or renew such insurance to protect the City's interests and pay any and all premiums in connection therewith, and withhold or recover all monies so paid by the City from the Firm.

7. **Waiver of Subrogation.** Where permitted by law, and with the exception of professional liability claims, the Firm hereby waives all rights of recovery by subrogation or otherwise (including, without limitation, claims related to deductible or self-insured retention clauses, inadequacy of limits of any insurance policy, insolvency of any insurer, limitations or exclusions of coverage), against City, and its respective officers, agents, or employees. Certificates of insurance shall evidence the waiver of subrogation in favor of the City. Commercial General Liability and Auto Liability coverage shall be primary and noncontributory. Each evidenced policy with the exception of professional liability and excess liability shall include a Cross Liability or Severability of Interests provision. There shall be no requirement of premium payment by the City.

#### **24.2 Operation & Maintenance Phase**

The Firm shall provide, pay for and maintain in force at all times upon substantial completion of the construction phase and for the life of this agreement (unless otherwise provided) and any extensions thereof, the following insurance policies:

8. **Commercial General Liability** with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, with a minimum aggregate limit of Two Million Dollars (\$2,000,000). Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- a. Premises and/or Operations coverage;

- b. Independent Contractor or Contractor Owners Protection Liability which includes liability coverage for operations performed for the name of the insured by independent and/or subcontractors that are hired, and acts or omissions of the named insured in connection with his/her general supervision of such operations;
- c. Products and/or Completed Operations coverage (the Firm shall maintain in force for 2 years after completion of all work required coverage for Products/Completed Operations, including Broad Form Property Damage);
- d. Explosion/Collapse and Underground Hazard coverage;
- e. Broad Form Property Damage.
- f. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement contained in the Contract Documents.
- g. City must be included as an Additional Insured on this policy as set forth in Section II.4 below.

9. **Workers' Compensation Insurance** to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. The Firm shall ensure that all subcontractor(s) at all tiers have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. In addition, the policy (ies) must include: Employers' Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000) each accident.

10. **Business Automobile Liability** with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (i) Owned Vehicles; and (ii) hired and Non-Owned Vehicles.

11. **Professional Liability** or equivalent Errors & Omissions Liability shall be maintained with the limits of liability provided by such policy to be no less than Two Million Dollars (\$2,000,000) for each claim, subject to a maximum self-insured retention acceptable to the City and not-to-exceed \$150,000. The Firm shall maintain the claims made form coverage with a minimum of three (3) years extended reporting following Final Completion and shall annually provide City with evidence of renewal coverage. The Firm is responsible for all self-insured retention amounts in the event of a claim. The Firm shall indicate the self-insured retention for this coverage on its Certificate of Insurance. The Firm shall notify City in writing within thirty (30) days of any claims filed or made against the Design Professional Liability Insurance Policy. Design Consultant and Design Subconsultants shall each maintain the same Errors & Omissions Liability coverages required herein.

12. **Cyber Liability Insurance**, with limits not less than One Million Dollars (\$1,000,000) per occurrence and a Two Million Dollar (\$2,000,000) aggregate limit. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by firm in this agreement and shall include, but not be limited to, claims involving infringement of

copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.

**13. Excess umbrella liability insurance** with a limit of not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate in excess of the above mentioned insurance. firm may cause the insurance listed in this subsection to be provided through an overall "wrap up" policy, in lieu of individual policies provided by Contractors. This policy must name the City of Miami Beach, Florida, as additional insured.

#### **24.2.1 ADDITIONAL TERMS AND CONDITIONS**

1. **Notice to City.** If the initial insurance expires prior to the completion of the Work, renewal copies of insurance policies shall be furnished to the City prior to the date of their expiration. The firm or its insurer shall provide the City with at least thirty (30) days' notice of cancellation and/or restriction.

2. **Certificates of Insurance.** The Firm shall furnish to the City Certificates of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) days after notification of award of the Agreement. The required Certificates of Insurance shall specify the types of policies and limits provided, and identify this Agreement. The Certificates of Insurance shall be in form acceptable to, and subject to, approval by City. The failure to provide the Certificates of Insurance within fifteen (15) days shall be the basis for the rescission of the awarding Agreement. The official title of the certificate holder is City of Miami Beach, Florida. This official title shall be used in all insurance documentation.

3. **Additional Insured.** City and Design Criteria Professional shall be expressly included as an Additional Insured on Commercial General and Auto Liability policies, and with a blanket endorsement that is acceptable to the City.

4. **Notice of Cancellation and/or Restriction.** firm or its insurer shall provide the City with at least thirty (30) days' notice of cancellation and/or restriction.

5. **Duty of Care.** The Firm's furnishing insurance coverage shall in no way relieve or limit, or be construed to limit or relieve or limit, the Firm or any of its Subcontractors of any responsibility, liability, or obligation imposed by the Contract Documents, or by Applicable Laws, including, without limitation, any indemnification obligations which the Firm or any of its Design Consultant, Design Subconsultants, Contractors, and Subcontractors have to City thereunder.

6. **The Firm's Failure to Procure.** The Firm's failure to procure or maintain the insurance required by this Appendix "A" during the entire term of the Work shall constitute a material breach and automatic Default of the Agreement. In the event of such a breach, the City may exercise all available rights and remedies hereunder, including the right to immediately suspend or terminate the Agreement without any further notice to or opportunity to use for Firm or, at its discretion, procure or renew such insurance to protect the City's interests and pay any and all premiums in connection therewith, and withhold or recover all monies so paid by the City from the Firm.

7. **Waiver of Subrogation.** Where permitted by law, and with the exception of professional liability claims, the Firm hereby waives all rights of recovery by subrogation or otherwise (including, without limitation, claims related to deductible or self-insured retention clauses, inadequacy of limits of any insurance policy, insolvency of any insurer, limitations or exclusions of coverage), against City, and its respective officers, agents, or employees. Certificates of insurance shall evidence the waiver of subrogation in favor of the City. Commercial General Liability and Auto Liability coverage shall be primary and noncontributory each evidenced policy with the exception of professional liability and excess liability shall include a Cross Liability or Severability of Interests provision. There shall be no requirement of premium payment by the City.

## **25. PERFORMANCE BOND:**

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

The following specifications shall apply to any bond provided:

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

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

B. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued;
2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and
3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under SS. 31 USC 9304-9308.

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

C. For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

E. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of City Commissioners will be acceptable. All interest will accrue to Miami-Dade City during the life of this contract and/or as long as the funds are being held by Miami-Dade City.

F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

## APPENDIX B

# MIAMI BEACH

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## DESIGN INTENT PACKAGE AND GUIDELINES FOR TECHNOLOGY COMPONENTS

by ACAI

(under separate cover)

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## ITN 2020-239-KB REVENUE SHARING AGREEMENT FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF BUS SHELTERS AND OTHER STREET FURNITURE

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

## APPENDIX C

# 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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### ITN 2020-239-KB REVENUE SHARING AGREEMENT FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF BUS SHELTERS AND OTHER STREET FURNITURE

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