

MIAMI BEACH

REQUEST FOR PROPOSALS (RFP) 2022-047-WG CITY MUNICIPAL PARKING GARAGE ADVERTISING SERVICES

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SECTION 0100 **INSTRUCTIONS TO PROPOSERS**

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

The City utilizes Periscope S2G (formally known as BidSync) (www.periscopeholdings.com or www.bidsync.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective Proposer who has received this RFP by any means other than through Periscope S2G must register immediately with Periscope S2G to assure it receives any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal submitted.

2. PURPOSE. Pursuant to Section 82-71 of the City Code, the City may install, or contract to install, advertising signage within the city’s municipal parking garage facilities. Such advertising signage shall only be placed within the property line of the municipal parking garage facilities and may only be visible from the public right-of-way under certain conditions as follows.

- (a) No advertising signage shall be placed on a municipal parking garage facility facade, except at a garage entrance or exit, and
- (b) No advertising signage above the first floor shall be placed in any location where such sign may be visible from the right-of-way.

The purpose of this RFP is to seek proposals from qualified firms interested in managing the advertising program in the City’s parking garages. It is anticipated that the services will include: securing advertisers, producing all signage materials, installation and maintenance of frames, and any other services required manage the parking garage advertising program on the City’s behalf. In return, the selected firm shall agree to share a percentage of revenue with the City as stipulated herein and in Appendix A. The City shall incur no cost for the advertising program.

Further, the City shall require an agreed to portion of the advertising space to be dedicated to public service announcements (PSA) or any other purpose determined by the City Manager. All advertising shall comply with City regulations.

Interested parties must submit proposals in accordance with Section 0300. All proposals received shall be evaluated in accordance with Section 0400.

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

RFP Issued	October 14, 2021
Pre-Proposal Meeting	October 26, 2021 @ 10:00AM EST
Deadline for Receipt of Questions	November 8, 2021@ 5:00PM EST
Responses Due	November 15, 2021 @ 3:00PM EST
Evaluation Committee Review	TBD
Proposer Presentations	TBD (If Applicable)
Tentative Commission Approval Authorizing Negotiations	TBD

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

Procurement Contact:

William Garviso, CPPB, NIGP-CPP

Telephone:

(305) 673-7490

Email:

WilliamGarviso@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: 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: #-###-###-#### (Toll-free North America)

(2) Enter the MEETING NUMBER #####

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

6. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *Periscope S2G*. Any prospective Proposer who has received this RFP by any means other than through *Periscope S2G* must register immediately with *Periscope S2G* to assure it receives any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Anticipated RFP Timetable** section.

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

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 City Manager may appoint an evaluation committee to assist in the evaluation of proposals received. The evaluation committee is advisory only to the city manager. The city manager may consider the information provided by the evaluation committee process and/or may utilize other information deemed relevant. The City Manager's recommendation need not be consistent with the information provided by the evaluation committee process 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 Manager 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 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.

12. E-VERIFY. As a contractor you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Therefore, you shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

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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 (version 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). Proposals must be submitted electronically through Periscope S2G (formerly BidSync) on or before the date and time indicated. Hard copy proposals or proposals received through email or facsimile are not acceptable and will be rejected.

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for proposal submittals. The City will only consider the latest version of the bid.

Electronic proposal submissions may require the uploading of attachments. All documents should be attached as separate files in accordance with the instructions included in Section 4, below. Attachments containing embedded documents or proprietary file extensions are prohibited. It is the Bidder's responsibility to assure that its bid, including all attachments, is uploaded successfully.

Only proposal submittals received, and time stamped by Periscope S2G (formerly BidSync) prior to the proposal submittal deadline shall be accepted as timely submitted. Late bids cannot be submitted and will not be accepted. Bidders are cautioned to allow sufficient time for the submittal of bids and uploading of attachments. Any technical issues must be submitted to Periscope S2G (formerly BidSync) by contacting (800) 990-9339 (toll free) or S2G@periscopeholdings.com. The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issue.

It is the sole responsibility of each Bidder to ensure its proposal is successfully submitted in BidSync prior to the deadline for proposal submittals.

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
2. Revenue Proposal. Refer to Special Condition 5. Minimum Guarantee.

3. OMITTED OR ADDITIONAL INFORMATION. Failure to complete and submit the Bid Submittal Questionnaire (submitted electronically) and the Revenue Proposal with the bid and by the deadline for submittals shall render a proposal non-responsive. Non-Responsive proposals will not be considered. With the exception of the Bid Submittal Questionnaire (completed and submitted electronically) and the Revenue Proposal, the City reserves the right to seek any omitted information/documentation or any additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements. Failure to submit any omitted or additional information in accordance with the City's request shall result in proposal being deemed non-responsive.

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 Periscope S2G.

TAB 1	Cover Letter
1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.	

TAB 2 Experience & Qualifications

2.1 Qualifications of Proposing Firm. Submit detailed information regarding the relevant experience and proven track record of the firm and/or its principals which demonstrates a level of expertise, technical knowledge, innovation and overall capacity to provide the proposed advertising services as identified in this solicitation, including experience in providing similar scope of services to public sector agencies. For each project that the Proposer submits as evidence of similar experience for the firm and/or any principal, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement. For each project, identify whether the experience is for the firm or for a principal (include name of principal).

2.2 Qualifications of Proposer Team. Provide an organizational chart of all personnel and consultants to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications, to include record of advertising sales. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each Proposal team member to be assigned to this contract.

TAB 3 Scope of Services Proposed

Submit detailed information addressing how Proposer will achieve the statement of work outlined in Appendix A, Specifications, including (but not limited to):

1. Identify the concept and format of the advertisements and frames.
2. Provide examples of the proposed advertisement program installed in other locations, with an emphasis on municipal facilities.
3. State what percentage of advertising space shall be retained by the City for PSAs or other municipal uses. Proposals that include less than 10% of advertising to be retained by the City shall not be considered.
4. Affirm that Proposer will bear all costs for printing, installation and maintenance related to the advertising space allotted to the City.
5. Describe the Proposer's plan for communications and shared decision-making with the City, including but not limited to compliance with City regulations.
6. Describe the strategies that the Proposer will utilize to maximize revenue. Give examples of these strategies successfully working in other locations managed by the Proposer.
7. Describe how the Proposer utilizes performance measurement and metrics for assuring success of the program.
8. Describe the financial reports that will be provided to the City and the audit program for verifying revenue and revenue share.
9. Provide the plan for assuring that all advertisement equipment is adequately maintained and describe the response times and plan for addressing any concerns relating to maintenance, graffiti or vandalism.

Responses shall be in sufficient detail and include supporting documentation, as applicable, which will allow the Evaluation Committee to complete a full review and score the proposed scope of services.

TAB 4 Revenue Proposal

Submit a Monthly Minimum Guarantee to the City for Parking Garage Advertising.

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 RFP, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations. In the evaluation of proposals, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. Failure to provide the requested information within the time prescribed may result in the disqualification of proposal.

2. QUALITATIVE FACTORS (QUALIFICATIONS, SCOPE, AND REVENUE PROPOSAL). The Evaluation Committee shall only consider qualitative factors. The Evaluation Committee shall only consider qualitative factors in Tabs 2, 3, and 4. The Evaluation Committee shall not consider quantitative factors (e.g., Veteran Preference) 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 4 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 Section 2-374 of the City Code, as applicable.

Qualitative Criteria (Points Assigned by Evaluation Committee)	Maximum Points
Proposer Experience and Qualifications (Tab 2)	30
Scope of Services Proposed (Tab 3)	20
Revenue Proposal (Tab 4)	50
TOTAL AVAILABLE POINTS for Qualitative Criteria	100
Quantitative Criteria (Points Assigned by Procurement Department)	Maximum Points
Veteran’s Preference Points	5
TOTAL AVAILABLE POINTS for Qualitative and Quantitative	105

Continued on the Following Page.

EVALUATION COMMITTEE RANKING FOR QUALITATIVE AND QUANTITATIVE CRITERIA. The sum of qualitative and quantitative scores will be converted to rankings in accordance with the example below.

		Bidder A	Bidder B	Bidder C
Committee Member 1	Qualitative Points	82	76	80
	Quantitative Points	22	15	12
	Total	104	91	92
	Rank	1	3	2
Committee Member 2	Qualitative Points	79	85	72
	Quantitative Points	22	15	12
	Total	101	100	84
	Rank	1	2	3
Committee Member 2	Qualitative Points	80	74	66
	Quantitative Points	22	15	12
	Total	102	89	78
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

4. DETERMINATION OF AWARD. The City Manager shall consider qualitative and quantitative factors, in accordance with Sub-section 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 information provided by the evaluation committee process 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 Manager 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 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.

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APPENDIX A

MIAMI BEACH

Specifications

2022-047-WG
CITY MUNICIPAL PARKING GARAGE
ADVERTISING SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

C1. Statement of Work Required.

Secure and manage advertising for nine (9) of the City's municipal parking garages that would generate income to the City in a manner that does not create an overly-commercialized environment, and that are sensitive to existing restrictions in City Code. Respondent will be responsible for 100% of capital and operational investment of program, with portion of revenue shared with the City.

C2. Specifications

1. Management shall include:

- Securing local and national advertisers
- Managing advertising relationships
- Billing and revenue collection
- Managing the approval process (i.e. internal approval process as well as approvals from the City's Marketing and Communications Department)
- Production and installation of advertising
- Maintenance of the advertising
- Installation of advertising fixtures, boards, static displays, backlit displays, etc.

Advertising Spaces

The Advertising Spaces shall be defined as the areas within each City Garage, as more particularly described in Exhibit A. The approved location as well as size of each advertising panel and type of sign for the advertising spaces are as described in Exhibit A. Any change to Advertising Spaces will be subject to City review and permitting process and shall require the written approval of the City Manager, in the City Manager's sole and absolute discretion.

All of the proposals will be reviewed to ensure consistency with existing Code, as well as to ensure that the proposal meets our aesthetic expectations. The City will retain the right and ability to identify the quantity and location of any proposed advertising program within our garages to ensure that they meet our expectations in terms of aesthetics. The City shall retain a portion of advertising availability (space and time) for Public Service Announcements and any other purpose determined by the City Manager; all advertising shall comply with City regulations.

The selected Proposer will work jointly with the City's Marketing Manager to ensure all advertising is approved by the City prior to installation.

2. Advertising Guidelines:

A. All advertising accepted for placement will comply with Federal, State, Miami-Dade County, and existing City of Miami Beach laws, rules and regulations.

B. The Contractor shall neither accept for display, install, display nor maintain any advertisement that falls within one or more of the following categories:

1. Unlawful or illegal goods, services or activities.
2. Tobacco or tobacco related products.
3. Firearms
4. Sexual services, programs or products
5. Political candidates or political issues

6. An advertiser that is a competing brand of non-alcoholic beverage to Coca-Cola (Please see category exclusion portion below)

C. Advertising for alcoholic beverages shall not be permitted within 250 feet of any school, day care or house of worship.

D. Any such prohibited material displayed or placed shall be immediately removed by Contractor upon notice from the City.

E. Pursuant to Section 82-71 City Municipal Parking Garage Advertising, the City may install, or contract to install (pursuant to a contract entered into by the city and a selected vendor), advertising signs within the city's municipal parking garage facilities. Such advertising signs shall only be placed within the property line of the municipal parking garage facilities, and may be visible from the public right-of-way. Notwithstanding the preceding, however:

(a) No advertising sign shall be placed on a municipal parking garage facility facade, except at a garage entrance or exit, and

(b) No advertising sign above the first floor shall be placed in any location where such sign may be visible from the right-of-way.

3. **Category Exclusion:**

Pursuant to an exclusive non-alcoholic beverage partnership approved with Coca-Cola Refreshments on July 13, 2011, the advertising of competitive products is not permitted for the duration of that certain exclusive non-alcoholic beverage agreement, or any replacement thereof, in any city facility or property (e.g. garage, parking lots, building, elevator). This includes competitive energy drinks, sparkling beverages, protein drinks, iced teas, coffees, etc. The selected Proposer may contact Coca-Cola Refreshments to discuss any potential advertising opportunities for their various brands.

Additionally, any resultant agreement shall be subject to existing agreements between the City and contractors for the provision of goods and/or services in the City Garages, under which agreements contractors have the ability to display contractor's logo or the brand names or product identity associated with the goods and/or services being provided.

4. **The following City municipal parking garages have been identified as part of the advertising program (additional parking garages may be added at a later date):**

- G1: 7 Street & Collins Avenue
- G2: 12 Street & Drexel Avenue
- G3: 13 Street & Collins Avenue
- G4: 16 Street & Collins Avenue
- G5: 17 Street & Pennsylvania Avenue
- G6: 42nd Street & Sheridan Avenue
- G7: City Hall Garage - 18 Street & Meridian Avenue
- G9: Pennsylvania Avenue - 17 Street
- G10: 19 Street & Bay Road

5. MINIMUM GUARANTEE (MG)

In consideration of the City executing an agreement and granting the rights provided in the agreement, the successful contractor shall guarantee and pay to the City a monthly minimum fee to be paid on a quarterly basis. In the event that the City chooses to extend the term of the concession agreement for any renewal term(s), the MG may be increased in a manner to be negotiated between the City and successful contractor. Proposer should submit its monthly minimum guaranteed revenue to the City as part of Tab 4.

6. PERCENTAGE OF GROSS (PG)

After selection the City reserves the right to negotiate a Percentage of Gross Revenue due to the City during contract negotiations. If the annual PG amount is greater than the annual total MG, the successful Proposer shall pay to the City the difference between the annual MG amount and the annual PG amount within 30 days of the anniversary date of the Agreement. If the annual PG amount owed to the City is less than the sum of all minimum monthly guarantee payments, no further payments will be required of the Contractor. Likewise, the City shall not reimburse the Contractor any portion of the minimum monthly guarantee.

7. PERFORMANCE BOND OR ALTERNATE SECURITY

The successful contractor shall furnish the City with a security deposit, as agreed to by the City. Said security shall serve to secure the successful contractor's performance in accordance with the provisions of the agreement. In the event the successful Proposer fails to perform in accordance with said provisions, the City may retain said security, as well as pursue any and all other legal remedies provided in the agreement, or as may be provided by applicable law.

A4. Special Conditions

1. **TERM OF CONTRACT.** The contract shall commence upon effective date of fully executed agreement and shall be effective for three (3) years.
2. **OPTION TO RENEW.** The City, through its City Manager, will have the option to extend for two (2) additional one-year periods at the City's sole discretion. The successful contractor shall maintain, for the entirety of any renewal period, the same revenue share, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the successful contractor.
3. **PROTECTION OF PROPERTY.** The Successful Contractor will at all times guard against damage to or loss of property belonging to the City of Miami Beach. It is the responsibility of the Successful Contractor to replace or repair any property lost or damaged by any of its employees. The City of Miami Beach may withhold payment or make such deductions as it might deem necessary to ensure reimbursement for loss or damage to property through negligence of the Successful Contractor, its employees or agents.
4. **LICENSES, PERMITS AND FEES.** The contractor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein related to the installation and proper functioning of advertising

equipment/signs etc. Damages, penalties and or fines imposed on the City or the contractor for failure to obtain required licenses, permits or fines shall be borne by the contractor.

5. **EXAMINATION OF SITES RECOMMENDED.** Prior to submitting its offer it is advisable that the vendor visit the sites of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and or labor required. The vendor is also advised to examine carefully the specifications and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.
6. **DEMONSTRATION OF EQUIPMENT REQUIRED DURING EVALUATION (if Applicable).** The purpose of this demonstration is to observe the equipment in an operational environment and to verify its capability, suitability and adaptability in conjunction with performance requirements stipulated in this solicitation. The City will notify the vendor of such in writing and will specify the date and time and location of the demonstration. The City shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.

The Equipment used for the demonstration shall be the same manufactures model identified in the vendors offer. Accordingly, the equipment used in the demonstration shall create an expressed warranty that the actual equipment to be provided during the contract period shall conform to the equipment used in the demonstration.

APPENDIX B

MIAMI BEACH

Insurance Requirements

2022-047-WG
CITY MUNICIPAL PARKING GARAGE
ADVERTISING SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

MIAMI BEACH

INSURANCE REQUIREMENTS

The vendor shall maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Vendor be exempt from this Statute, the Vendor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt Vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence.
- C. Automobile Liability Insurance covering any automobile, if vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.

Additional Insured - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the contractor's insurance.

Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 4668 – ECM #35050
New York, NY 10163-4668

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

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