

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: November 13, 2019

Presenter's Name and Title: Kelvin L. Baker Sr., ICMA-CM, Assistant City Manager on behalf of the City Manager's Office, Susan Gooding-Liburd, Chief Financial Officer, Alicia Ayum, Director of Procurement on behalf of the Procurement Department

Prepared By: Sophia Bryan, Ed.D., Natalie Richmond, and Kelvin Baker Sr., ICMA-CM, Assistant City Manager

Temp. Reso. Number: 7070

Item Description: Temp. Reso. # 7070, APPROVING THE AWARD OF REQUEST FOR PROPOSALS NO. 19-08-31 FOR BUS BENCHES, BUS BENCH AND BUS SHELTER ADVERTISING TO MARTIN GOLD COAST, LLC, THE HIGHEST RATED RESPONSIVE, RESPONSIBLE PROPOSER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE AGREEMENT BETWEEN THE CITY AND MGC, LLC, FOR A TERM OF FIVE YEARS WITH THE OPTION TO RENEW FOR ONE ADDITIONAL FIVE-YEAR TERM, FOR VARIOUS LOCATIONS THROUGHOUT THE CITY FOR THE INSTALLATION, MANAGEMENT, AND MAINTENANCE OF BUS BENCHES, BUS BENCH AND BUS SHELTER FOR THE PURPOSE OF ADVERTISING REVENUE ENHANCEMENT, IN AN AMOUNT OF \$377,500 FOR THE TERM OF THE AGREEMENT (*Kelvin L. Baker Sr., ICMA-CM, Assistant City Manager on behalf of the City Manager's Office, Susan Gooding-Liburd, Chief Financial Officer, Alicia Ayum, Director of Procurement on behalf of the Procurement Department*)

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: Execute Billboard Agreement on Dais.

Public Notice – As Required by the Sec. _____ of the City Code and/or Sec. _____, Florida Statutes, public notice for this item was provided as follows: on _____, in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____. (Fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____ Florida Statutes, approval of this item requires a _____ (unanimous 4/5ths etc. vote of the City Commission).

Fiscal Impact: Yes ☒ No ☐

REMARKS: There will be a one-time signing bonus of \$5,000; \$79,500 minimum annual guaranteed advertising revenue, and a \$3,000 annual Community Engagement Initiative contribution for youth programs. Funds will be deposited in GL revenue account number 006-00-000-000-000-349014-05200.

Content:

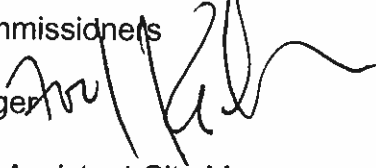
- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 7070**
 - **Exhibit A: Bus Benches, Bus Bench and Bus Shelter Agreement**

- **Attachment(s)**
 - **Attachment 1: RFP No. 19-08-31**
 - **Attachment 2: MGC, LLC Proposal to RFP**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Vernon E. Hargray, City Manager 

BY: Kelvin L. Baker Sr., ICMA-CM, Assistant City Manager
Susan Gooding-Liburd, Chief Financial Officer

DATE: November 7, 2019

RE: Temp. Reso. No. 7070, approving the award of Request for Proposal No. 19-08-31 for Bus Benches, Bus Bench and Bus Shelter Advertising to MGC, LLC

RECOMMENDATION: Temp. Reso. # 7070, approving the award of Request For Proposals (RFP) No. 19-08-31 for bus benches, bus bench and bus shelter advertising to Martin Gold Coast, LLC ("MGC"), the highest rated responsive, responsible proposer; authorizing the City Manager to execute the appropriate agreement between the City and MGC, for a term of five years with the option to renew for one additional five-year term, for various locations throughout the City for installation, management, and maintenance of bus benches, bus bench and bus shelters for the purpose of advertising revenue enhancement, for a minimum guarantee amount of \$377,500 for the term of the agreement.

ISSUE: Pursuant to City Code, approval of the City Commission is required.

BACKGROUND: The City of Miramar launched the Comprehensive Assessment of Revenues and Expenses ("C.A.R.E.") Program on November 15, 2018, in an effort to maximize the City's efficiencies and effectiveness. C.A.R.E. will assist the City in maintaining success as well as creating great sustainability of its assets. The C.A.R.E. Program is an initiative that includes strategic planning, goal setting, and implementation of viable smart initiatives while empowering our employees, residents, and business community to participate in the innovative advancement of the City. The program embraces all areas that will ensure continued success in Workplace Efficiency, Reserves, Expenditures, Volunteer Program, Revenues, Energy Policy, Public/Private Partnerships, Conservation Policy, Grant Programs and Capital Improvement Plan. As part of the C.A.R.E. revenue and public/private partnership initiatives, staff decided that bus benches, bus bench and bus shelter advertising would be a significant asset to the City's overall resource portfolio.

Request For Proposals number 19-08-31 was advertised on Demandstar on August 29, 2019 to solicit a qualified vendor to provide bus benches, bus bench and shelter advertising services. The RFP was also advertised in the Miami Herald on September 1, 2019 and was sent via email to vendors who have shown interest in providing this service to the City. A Pre-Proposal Conference was held on September 11, 2019 and two vendors were in attendance. The RFP closed on October 8, 2019 with a total of three (3) proposals from: Creative Outdoor Advertising, Fuel Media, and MGC.

A three-member selection committee was formed which included staff from the City Manager's Office, Public Works, and the Office of Marketing and Public Relations. The selection committee met on October 28, 2019 to discuss the proposals.

The selection committee found the proposal from Creative Outdoor Advertising to be non-responsive because their proposal was only to the portion of the RFP for bus benches and did not include bus shelter advertising.

The selection committee moved forward with the evaluation of the proposals from Fuel Media and MGC. The selection committee scored the proposals which resulted in MGC as the highest rated responsive responsible proposer. The scores were as follows:

Rank	Vendor Name	TOTAL
1	MGC	270.00
2	Fuel Media	236.35

The City further negotiated a successful agreement with MGC, which includes:

- At least 10 advertising space to be used for City advertising in Miramar
- Space available for advertising on benches outside of Miramar
- 20% of total gross revenue (The Greater Of)
- Up to 10 free standing digital kiosks for an additional revenue of \$950 each annually (up to \$9,500 annually)
- \$20,000 advance payment

Funding will be deposited in GL revenue account number 006-00-000-000-000-349014-05200. This revenue will be dedicated to Reserves.

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**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS NO. 19-08-31 FOR BUS BENCHES, BUS BENCH AND BUS SHELTER ADVERTISING TO MARTIN GOLD COAST, LLC, THE HIGHEST RATED RESPONSIVE, RESPONSIBLE PROPOSER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE AGREEMENT BETWEEN THE CITY AND MARTIN GOLD COAST, LLC, FOR A TERM OF FIVE YEARS WITH THE OPTION TO RENEW FOR ONE ADDITIONAL FIVE-YEAR TERM FOR VARIOUS LOCATIONS THROUGHOUT THE CITY FOR THE INSTALLATION, MANAGEMENT, AND MAINTENANCE OF BUS BENCHES, BUS BENCH AND BUS SHELTERS FOR THE PURPOSE OF ADVERTISING REVENUE ENHANCEMENT, IN AN AMOUNT OF \$377,500 FOR THE TERM OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar launched the Comprehensive Assessment of Revenues and Expenses (“C.A.R.E.”) Program on November 15, 2018, in an effort to maximize the City’s revenues efficiencies and effectiveness; and

WHEREAS, the C.A.R.E. Program is an initiative that includes strategic planning, goal setting, and implementation of viable smart initiatives while empowering our employees, residents, and business community to participate in the innovative advancement of the City; and

WHEREAS, as part of the C.A.R.E. Program revenue and public/private partnership initiatives, the staff decided that bus bench and bus shelter advertising would be a significant asset to the City’s overall resource portfolio; and

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WHEREAS, on August 29, 2019, the City issued Request for Proposals No. 19-08-31 on Demandstar to obtain solicitations to establish an agreement from an entity that will install, manage and maintain bus bench and bus bench shelter throughout the City; and

WHEREAS, the RFP closed on October 8, 2019 with a total of three proposals from Creative Outdoor Advertising, Fuel Media and Martin Gold Coast, LLC ("MGC"); and

WHEREAS, MGC, was deemed the highest rated responsive responsible proposer; and

WHEREAS, the City further negotiated an agreement with MGC;

WHEREAS, the City Manager recommends approval of the award of Request for Proposals No. 19-08-31 for bus benches, bus bench and bus shelter advertising to MGC, the highest rated responsive responsible proposer and authorization to execute the appropriate agreement between the City and MGC, for a term of five years with the option to renew for one additional five-year term, for various locations throughout the City for the installation, management, and maintenance of bus benches, bus bench and bus shelter throughout the City for the purpose of advertising revenue enhancement in an amount of \$377,500 for the term of the agreement; and

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WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the award of Request for Proposals No. 19-08-31 to MGC and authorize the City Manager to execute the agreement between the City of Miramar and MGC, for a term of five years with the option to renew for one additional five-year term for various locations throughout the City for the installation, management, and maintenance of bus benches, bus bench and bus shelter throughout the City for the purpose of advertising revenue enhancement in an amount of \$377,500 for the term of the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing “**WHEREAS**” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2: That it approves of the award of request for Proposals No. 19-08-31 for bus bench and bus shelter advertising to Martin Gold Coast, LLC, the highest rated responsive responsible proposer.

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Section 3: That the City Manager is authorized to execute the appropriate agreement between the City of Miramar and Martin Gold Coast, LLC, for a term of five years with the option to renew for one additional five-year term for various locations throughout the City for the installation, management, and maintenance of bus benches, bus bench and bus shelter throughout the City for the purpose of advertising revenue enhancement in an amount of \$377,500 for the term of the agreement, attached hereto as Exhibit "A" together with any non-substantial changes deemed necessary by the City Manager, and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 5: That this Resolution shall become effective upon adoption.

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PASSED AND ADOPTED this _____ day of November, 2019.

Mayor, Wayne M. Messam

Vice Mayor, Alexandra P. Davis

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have
approved this RESOLUTION
as to form:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Winston Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne
Vice Mayor Alexandra P. Davis
Mayor Wayne M. Messam

Voted

Reso. No. _____

AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND
MARTIN GOLD COAST, LLC
FOR
BUS BENCHES, BUS BENCH AND BUS SHELTER ADVERTISING

This Agreement is entered into this ____ day of _____, 2019, by and between the City of Miramar, Florida, a Florida municipal corporation (hereinafter referred to as the “City”), and Martin Gold Coast, LLC, a Florida corporation or individual with principal business address located at 150 NW 70th Avenue, Plantation, FL 33317 (hereinafter referred to as “Contractor”).

WHEREAS, on August 29, 2019, the City issued Request for Proposals No. 19-08-31 (“RFP”) for “Bus Bench, Bus Bench and Bus Shelter Advertising” (the “Services”); and

WHEREAS, the Contractor was determined by an Evaluation Committee to be the highest evaluation scoring, responsive and responsible Proposer, and whose Proposal was most advantageous to the City; and

WHEREAS, on November 13, 2019, through adoption of Resolution No. _____, the City Commission approved the award of the RFP to Contractor and authorized the execution of an appropriate Agreement between Contractor and the City for the provision of the Services.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, the City and Contractor agree as follows:

SECTION 1
RECITALS

The above recitals are true and correct and are incorporated and made a part of this Agreement.

SECTION 2

SCOPE OF SERVICES

This Agreement is subject to and Contractor shall provide Services in accordance with the Scope of Services attached hereto as Exhibit "A", terms, conditions, and requirements set forth and described in the RFP, the Contractor's Proposal submitted in response thereto as accepted by the City, and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein (the "Proposal Terms"). In the case of any conflict between Scope of Services, the Proposal Terms, and this Agreement or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Scope of Services, the Proposal Terms, and then the Agreement.

2.2 Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

SECTION 3

COMPENSATION

- 3.1 Contractor shall pay the City a one-time upfront signing bonus of \$5,000 payable upon execution of the agreement.
- 3.2 Contractor shall pay a fixed, per unit fee monthly fee of \$29.17 per advertising bench, \$79.17 each per month for advertising shelter, or 20% of the annual gross advertising revenue, whichever is greater. This shall be paid to the City on a prorated basis.
- 3.3 Contractor shall pay City \$950.00 annually per digital unit/kiosk.
- 3.4 Contractor shall make an annual donation to a City Community Engagement Initiative of \$3,000.
- 3.5 Payment must be made by certified check, cashier's check or a company check drawn on a bank with Florida offices and made payable to: City of Miramar, ATTN: Finance Department, 2300 Civic Center Place, Miramar, FL 33025
- 3.6 Either party may open the fee structure for discussion at any time during this Agreement.
- 3.7 Contractor shall pay the City an advanced fee of \$20,000 of revenue.

SECTION 4
PERMITTING AND INSTALLATION, PLACEMENT AND MAINTENANCE

- 4.1 The City hereby grants Contractor the right and privilege to construct, place advertising on, and maintain bus benches and bus shelters at bus stops on the public rights-of-way in the City of Miramar.
- 4.2 Contractor must obtain all necessary permits to install bus benches and bus shelters and to lease or place advertising thereon.
- 4.3 Contractor represents that all persons performing pursuant to this Agreement have the knowledge and skills to perform their duties under this Agreement. Contractor is an independent contractor under this Agreement. Materials, supplies, services, and goods shall be subject to the supervision of contractor. In providing services hereunder, neither Contractor nor its agents shall act as an officer, employee, or agent of the City of Miramar. This Agreement does not constitute a partnership or joint venture between the City of Miramar and the Contractor.
- 4.4 Contractor will place up to _____ benches upon public space within the City of Miramar, at various transit stops and at other points of public convenience in locations that do not obstruct passage along the public way, do not create a hazard and are not otherwise detrimental to the safety, welfare, morals or health of the citizens of the City of Miramar. Contractor will place all benches within the City of Miramar and will continue to maintain all benches in conformance with the maintenance and standards set forth the Scope of Services.
- 4.5 Any additional benches placed at bus stops within the City of Miramar shall require the authorization and approval of the City in advance of placement and all necessary permitting shall be issued pursuant to the requirements of this Agreement and the RFP. Such placement shall be made only where there is no objection of the abutting property owner and shall be subject to the terms of this Agreement.
- 4.6 Contractor shall monitor its benches and shall respond within twenty-four (24) hours to the City's request for any maintenance, repair, and/or graffiti removal. Contractor shall follow industry standards for safety and maintenance in the installation, servicing, safekeeping, repair, and removal of its bus benches. Contractor shall provide bench unit maintenance at least twice per week.
- 4.7 In the event that a bus bench unit is destroyed through the intentional or negligent act of any third party, or is damaged or destroyed by any act of nature, war, riot or other major upheaval (a force majeure), or in the opinion of the City or Contractor, the immediate area surrounding a bus bench poses a legitimate hazard to the safety of the user as a result of any such force majeure, Contractor shall have the right, on a temporary emergency basis, to remove, replace, or relocate the bus bench unit to a location which puts the bench unit away from the hazardous area, so long as said location meets all other criteria provided in this Agreement. Any temporary emergency relocation of a bus bench unit shall remain effective until such time as Contractor, the City of Miramar, or the abutting property owner has cured the hazard.

- 4.8 In order to continuously meet the City's aesthetic standards, Contractor agrees to provide for an age-based replacement schedule of bus benches.
- 4.9 All benches placed and installed by Contractor under this Agreement are the property of the Contractor and shall be maintained in compliance with FDOT standards for placement, = and shall be ADA compliant.

SECTION 5

LEASE OF ADVERTISING SPACE ON BENCHES AND BUS SHELTER UNITS

- 5.1 Contractor shall have the right, privilege, and license, as granted by the City of Miramar herein, to lease advertising space on all benches under this agreement.
- 5.2 In the event the City of Miramar objects to proposed advertising or, in the judgment of the City, deems posted advertising to be of an immoral or otherwise objectionable nature, the City shall document its specific reason for such objection in writing, and provide such documentation to Contractor. Contractor will remove the objectionable advertising within ten (10) days of receipt of notice from the City.
- 5.3 Contractor will comply with all applicable laws, including but not limited to Outdoor Advertising Association of America ("OAAA") guidelines regarding content of outdoor advertising posted on its benches as well as all requirements in this RFP.
- 5.4 Contractor agrees to provide the City of Miramar up to ten (10) but no less than five (5) unleased benches per month to promote City-sponsored special events. Contractor agrees to provide production, printing and posting service for this program at no cost the City of Miramar.
- 5.5 Contractor agrees to provide from time to time as and when requested in advance by the City, the right to display City prepared and approved advertisements for City-sponsored events ("City Advertisement") on bus benches and bus bench shelters within other major media markets in Florida (Outside of Miramar).
- 5.6 Contractor agrees to display on the bus benches commercial advertisements in compliance with the advertising standards and requirements of the Scope of Services. The City may revise the Advertising Standards from time to time, and any such changes shall be binding upon Contractor. The Parties recognize and acknowledge that City is implementing the Advertising Standards as owner of the City's property under its proprietary powers, and that the provisions hereof in no way affects the City's powers to regulate advertising, billboards, or related matters under its independent regulatory powers. The City may request removal of an advertisement if City reasonably determines that such advertisement violates the Advertising Standards. Contractor shall use its best efforts to remove such advertisement within three (3) days of receiving City's request for removal.

SECTION 6

TERM OF AGREEMENT

- 6.1 The term of this Agreement shall be for a period of five years and shall commence upon the date this Contract is executed by both parties, with the option to renew for one additional five-year term.
- 6.2 The City's Chief Procurement Officer may unilaterally authorize up to a 90-day extension of this Agreement in accordance with its terms and conditions, and the City Manager or her designee is authorized to unilaterally further extend this Agreement, for operational purposes only, for an additional 90 days for a maximum total contract extension period of 180-days.

SECTION 7

TERMINATION OF AGREEMENT

- 7.1 **Termination for convenience.** The City may terminate this Agreement for convenience by giving Contractor thirty (30) calendar day's written notice.
- 7.2 **Termination for cause.** This Agreement may be terminated by either party upon five calendar day's written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the City, Contractor shall indemnify the City against losses pertaining to this termination. In the event that Contract is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 5.1 of this Agreement, and the provisions of Section 7.1 shall apply.
- 7.3 **Survival.** The termination of this Agreement under Section 7.1 or 7.2 shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

SECTION 8

INDEPENDENT CONTRACTOR

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be provided by employees of Contractor subject to supervision by Contractor, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 9

INDEMNIFICATION

- 9.1 Contractor shall indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or subcontractors..
- 9.2 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 10

INSURANCE

- 10.1 **INSURANCE** - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain commercial general, automobile (where applicable), workers compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.
- 10.2 **Minimum Limits of Insurance** - Contractors shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):
1. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence, property damage and medical expense \$10,000, personal injury and advertising injury liability \$1,000,000; products and completed operations policy aggregate \$2,000,000 and general aggregate \$2,000,000.
 2. Employer's Liability: \$1,000,000 per accident for bodily injury by accident or disease.
 3. Workers' Compensation: Statutory.
 4. Auto – 300,000 per occurrence
- 10.3 **Required Insurance Endorsements** - The City requires the following insurance endorsements:
1. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.
 2. WAIVERS OF SUBROGATION - Contractor agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:
 - a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Contractor or the Contractor's employees, agents or Subcontractors; and

- b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Contractor.

This waiver shall apply to all first-party property, equipment, vehicle and workers compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Contractor agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Contractor further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Contractor's failure to obtain such waivers of subrogation from Contractor's insurers.

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Contractor's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

10.4 ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

10.5 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

SECTION 11 **NOTICE**

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

FOR CITY: City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115

With A Copy to: Burnadette Norris-Weeks, Esq.
City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 North Avenue of the Arts
Fort Lauderdale, Florida 33311

SECTION 12
PUBLIC RECORDS

- A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
 2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records.
 5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

SECTION 13

SCRUTINIZED COMPANY

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 14

AUDIT AND INSPECTION RIGHTS

- 14.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and

records at its principal place of business for a period of three years after final payment is made under this Agreement.

- 14.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.
- 14.3 Should an independent review of the methodology used to complete the study reveal inadequate methodologies to have been used which are not consistent with current legal renderings, Contractor agrees to make necessary modifications and conduct any subsequent work necessary to achieve study adequacy and appropriateness at no additional cost to the City.

SECTION 15 **REPORTING**

Contractor shall provide to the City, for the sole and exclusive use of the City of Miramar, a quarterly report identifying: (1) the location of each bench in the City; (2) the name of any advertiser posted thereon; (3) the advertising revenue per bench.

SECTION 16 **AGREEMENT, AMENDMENTS AND ASSIGNMENT**

15.1 This Agreement constitutes the entire agreement between Contractor and the City, and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth or incorporated into this Agreement are of no force and effect.

15.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

15.3 Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 17 **NON-DISCRIMINATION**

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis to refuse

services, shall be excluded from participation in or be denied services hereunder, or be subject to discrimination under any provision of this Agreement.

SECTION 18 **GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 19 **HEADINGS, CONFLICT OF PROVISIONS,** **WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 20 **SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

SECTION 21 **SURVIVAL**

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

SECTION 22 **ENTIRE AGREEMENT**

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

SECTION 23
JOINT PREPARATION

Contractor and the City acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 24
COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: By City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Contractor, by and through its _____, attested to and duly authorized to execute same.

CITY

ATTEST:

CITY OF MIRAMAR

Denise A. Gibbs, City Clerk

By: _____
Vernon E. Hargray, City Manager

This day ____ of _____, 2019.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

CONTRACTOR

WITNESSES:

_____ By: _____

Print Name: _____

Print Name: _____

Date: _____

By: _____

SCOPE OF SERVICES

Advertising Content

1. The successful contractor (the “Contractor” is responsible for production and marketing services for all advertisements. The Contractor will use its best efforts to sell advertising space and operate a fully staffed business office to manage this effort.
2. The Contractor must be capable of acquiring both local and national advertising contracts.
3. While a traditional print advertising model using static displays is anticipated, the option of digital advertising may be considered.
4. Advertisements that include, but not limited to, the following content shall be prohibited:
 - a. Advertisements of a political or editorial or election nature either for a specific candidate (s) or an issue (s) are to comply with Florida campaign laws. Advertising spaces described under section 5.4 and 5.5 shall not apply for these types of advertisements.
 - b. Advertisements promoting tobacco, alcohol, and other adult-related products or services that are not lawfully available to minors, unless such products or services are produced by the State.
 - c. Advertisements containing sexual or excretory subject matter.
 - d. Advertisements that contain false or grossly misleading information.
 - e. Advertisements that infringe on copyright or trademark rights.
 - f. Advertisements that promote or are likely to incite imminent unlawful activity.
 - g. Advertisements that promote the sale of firearms.
 - h. Advertisements that contain profanity, promote, or depict violence.
 - i. Advertisements that falsely disparage one or more persons, products, or companies
 - j. Advertisements that may be disruptive to vehicles or pedestrians using the public right-of-way, whether due to reflectorized material, blinking or flashing lights, noise, or other special effects.
 - k. Advertisements that interfere with the efficient and safe operation of the City or the County transit system
5. The Contractor will screen potential advertisements for compliance with these restrictions, and when applicable remove prohibited advertising within agreed upon timeframe.

6. The Contractor will comply with generally accepted industry principles and all applicable laws and regulations including but not limited to, Outdoor Advertising Association of America (O.A.A.A), truth in advertising, copyrights, and trademarks.
7. Contractor will remove all dated advertising materials within five (5) calendar days from its expiration date. Dated advertising materials refers to advertising materials that are relevant to a specific time period or relevant to an event that occurs on a date certain.
8. Contractor will fill all unsold advertising spaces in bus shelters with full size, high quality posters, or with graphics on bus bench, advertising the space as available. Posters and graphics will provide full contact information of the Contractor. Alternately, the City may negotiate the display of Public Service Announcements in unsold ad spaces.

The Contractor and the City recognize and acknowledge that the City is implementing the advertising standards under its proprietary powers.

General Design and Construction Requirement

1. All bus bench and bus shelters must comply with all federal, state, and local laws and regulations ("collectively, "Legal Requirements"), including:
 - a. The Americans with Disabilities Act (ADA)
 - b. Florida Statutes Section 337.408
 - c. Part I of Ch. 14-20 of the Florida Administrative Code
 - d. The Florida Building Code and all applicable building codes; and
 - e. City of Miramar City Code, governing activities within public right-of-way.
2. All benches and shelters must include a display of the Contractor's name and business telephone number, displayed in a visible location, in an area not to exceed 12 square inches.
3. The configuration, and location of every shelter and shelter pad will be subject to prior written approval by the City, based on the design and construction standards established in the Contract.
4. Bus benches, pads, and shelters found not to be in compliance with all applicable laws and rules will be removed immediately by the Contractor, at no cost to the City. Failure to remove such non-compliant bus benches or shelters will result in removal by the City and the cost shall be reimbursable to the City by the contractor. The Contractor will certify compliance of all bus benches, pads, and shelters with the all applicable laws and rules annually.

Bus Benches Design and Construction Standards:

1. Benches will comply with the following additional requirements:
 - a. The bench will not be more than 24 inches in height, 28 inches in depth, and 74 inches in length in accordance with Florida Administrative Code (FAC).
 - b. The bench will be constructed to discourage opportunities for sleeping or reclining.

- c. The bench will not have any illumination device, either incorporated into the bench or directed upon the bench, excluding publicly owned streetlights or other existing lights.
- d. Advertising spaces will be limited to the front surface of the backrest of bus benches. The area of each advertising space may not exceed 12 square feet. Advertising signage will be constructed of durable, weather-resistance materials, using coatings that withstand environmental elements for the duration of the ad placement.
- e. The bench will be secured on a concrete pad which will be installed according to the City guidelines.
- f. Benches will be constructed of durable, weather resistant, low maintenance materials, and designed to minimize the possibility of tipping over.

Bus Shelter Design and Construction Standards:

- 1. Bus Shelters will be constructed to conform to the “Accessing Transit: Design Handbook for Florida Bus Passenger Facilities Version III –Interim Updates Since 2013 Publication, April 2017” and any updates issued during the term of the contract.
- 2. All shelters must meet or exceed hurricane wind resistance building code requirements.
- 3. The Contractor will pay all maintained electrical expenses and service costs incurred by the use of any electrical lighting in any bus shelter. Light sources will be shielded and not be directly visible from adjacent vehicles, streets, or nearby buildings. Lighting will not interfere with the night vision of drivers and neon tubing must not be exposed. The Contractor will make all necessary arrangements with utility companies for the provision of service.

Bus Bench and Bus Shelter Maintenance:

- 1. Each bus bench and bus shelter must be maintained by the Contractor in a safe, like-new condition at all times, and will be regularly inspected by the Contractor to identify benches and shelters requiring maintenance and/or repair.
- 2. Each bus bench and bus shelter will be kept in a neat, clean, usable condition at all times. Contractor will maintain the bench pads and bus shelters at least twice weekly, including sweeping, cleaning, removal of litter and debris around each bench or shelter, weed eating around concrete pads, benches, shelters, and repair of damages benches, shelters, or trash containers, and maintaining the benches and shelters free from graffiti, litter, and debris. The frequency of maintenance and cleaning will be increased at a cost to the Contractor, if in the sole opinion on the City, it is deemed to be insufficient.
- 3. Steam clean sidewalks in and around the bus benches and bus shelters a minimum of twice per year, or as needed to maintain a like-new condition.

4. The bus bench and bus shelter concrete pad and access to streets and sidewalks will be kept free of weeds and debris, such that the bench and shelter is reasonably accessible at all times, as determined by the City. The Contractor, at its sole expense, will maintain a three (3) foot area around the benches and shelters on a scheduled basis, as approved by the City. Maintenance includes mowing, edging, and litter removal from any grassed area surrounding the bench or shelter. Grass clippings will not be blown into the curb or into the street where they might enter the storm drainage system.
5. Replace and repair any and all damaged or defaced benches or shelters or individual bench or shelter components within 24 hours after the City provides notification of such damage or defacement. If such damage or defacement renders the bench or shelter dangerous, the Contractor will make the bench or shelter safe within four hours and will effect a permanent repair within a mutually agreed upon schedule.
6. Removal of Benches and Shelters: If, upon the revocation or expiration of the Contract, the Contractor fails promptly to remove a bench, shelter, and/or concrete foundation pad and restore the site to match existing conditions and be compatible with the adjacent property, the City may do so ten (10) days after giving the Contractor written notice, and if the Contractor fails to pay the cost of removal and storage of the bench and shelter within a period of sixty (60) days after the giving of such notice, the Contractor's rights in said bench or shelter will be forfeited. Such forfeiture will not excuse the Contractor from the payment of the cost of removal and storage of the bench or shelter, removal of the pad and storage if applicable, and restoration of the site.

Location of Benches and Shelters:

1. The City anticipates up to 150 benches and at least 10 shelters to be placed in locations approved in writing by the City. The City Manager or his designee has the exclusive right to amend the designated number of benches and shelters as deemed necessary.
2. All bus benches and bus shelters will be located in the public right of way on roadways that are used as bus routes by City of Miramar buses, and at locations where a bus would stop to pick up passengers. All bus bench and bus shelter locations are subject to prior approved by the City.
3. Any bus bench or bus shelter may be relocated by the Contractor in conformance with the requirements of the Contract, provided that prior to relocating the bench or shelter the Contractor provides to the City a revised location map and the City provides written approval of the revision. The Contractor will remove the concrete pad from the prior location and completely restore the site to match existing conditions to be compatible with adjacent properties.

REQUEST FOR PROPOSALS

BUS BENCH AND BUS BENCH AND SHELTER ADVERTISING

RFP No. 19-08-31



The City of Miramar City Commission:

**Mayor Wayne M. Messam
Vice Mayor Alexandra P. Davis
Commissioner Yvette Colbourne
Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers**

**Vernon E. Hargray, City Manager
City of Miramar
2300 Civic Center Place
Miramar, FL 33025**

DATE ISSUED: Tuesday, August 27, 2019

**CLOSING DATE AND TIME: Thursday, September 19, 2019
AT 2:00 P.M. EST**

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INTRODUCTION

INSTRUCTIONS FOR SUBMITTING A PROPOSAL IN RESPONSE TO A FORMAL REQUEST FOR PROPOSALS

Each Proposal submitted to the City of Miramar (the "City") will have the following information clearly marked on the face of the envelope:

- a) Proposer's name and return address;
- b) Solicitation number;
- c) Solicitation Due Date and Time; and
- d) Title of the Solicitation.

Failure to include this information may result in your Proposal being deemed "Non-Responsive" if the City determines that the Proposal resulted in prejudice to other Proposers. A Proposer shall have no grounds to protest should a Proposal that has failed to include the information described above be opened in error.

All Proposals must be submitted on 8 ½-inch by 11-inch paper, neatly typed on one side only, with one-inch margins and single-line spacing. The original document package must not be bound, although the document package copies should be individually bound. An unbound one-sided original and six (6) bound copies (**a total of seven (7)** and **one (1) USB with an electronic version** of the complete Proposal must be received by the deadline for receipt of Proposals specified in the Solicitation Timetable set forth below. The original and all copies must be in a sealed envelope or container setting forth the information listed in items a) through d) above and submitted to:

**OFFICE OF THE CITY CLERK
CITY OF MIRAMAR
2300 CIVIC CENTER PLACE
MIRAMAR, FL 33025**

Proposals submitted at the same time for different solicitations shall be placed in separate envelopes and each envelope shall separately set forth the information listed in items a) through d) above. Failure to comply with this requirement shall result in any such incorrectly packaged Proposals not being considered.

NOTE: The Request for Proposals number must be stated clearly on the envelope or container containing the Proposal. All required forms must be completed by the Firm submitting the Proposal.

SUBMITTING A PROPOSAL TO THE OFFICE OF THE CITY CLERK ON OR BEFORE THE STATED DATE AND TIME OF:

THURSDAY, SEPTEMBER 19, 2019 AT 2:00 P.M. EST

IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE POSTAL SERVICE, OR DELAYS CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DEADLINE FOR RECEIPT OF PROPOSALS STATED IN THE SOLICITATION TIMETABLE IN THIS REQUEST FOR PROPOSALS SHALL NOT BE OPENED AND SHALL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.

Hand-carried Proposals may be delivered to the above address during the City's regular business hours, Monday through Thursday, between the hours of 7:00 A.M. to 6:00 P.M., excluding holidays observed by the City, but not beyond the Due Date and Time. Proposers are solely responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required Services and/or provide the required Goods at the price stated by the Proposer.

SECTION 1

GENERAL TERMS AND CONDITIONS

1-1 DEFINITIONS

The term "Chief Procurement Officer" shall refer to the Director of the City's Procurement Department.

The term "City" shall refer to the City of Miramar, Florida, or its City Commission, as applicable.

The term "Contract" shall refer to the Contract or Contracts that may result from this Request for Proposals.

The terms "CBE Firm" or "SBE Firm" shall respectively refer to a County Business Enterprise ("CBE") or Small Business Enterprise ("SBE") as defined by Section 1-81.1(c) of the Code of Ordinances of Broward County, Florida, that has a Broward County Business Tax Receipt, is located and doing business in Broward County, and is certified as such by the Broward County Office of Economic Development and Small Business Development.

The term "Due Date and Time" shall refer to the due date and time listed in the Solicitation Timetable.

The term "Goods" shall refer to all materials and commodities that will be required to be provided by the Successful Proposer in accordance with the Scope of Services, and the Terms and Conditions of this Solicitation.

The term "Local Business" shall refer to a firm that has an office and is actively doing business within the City, is domiciled within the City limits, and is in compliance with all City's licensing requirements and be current on all City taxes. If in business for less than one (1) year, firm must provide evidence of a previous business ownership within the City within the past three (3) years.

The term "Procurement Office" shall refer to the Procurement Department of the City.

The term "Proposal" shall refer to any offer(s) submitted in response to this Request for Proposals.

The term "Proposal Forms" shall refer to any and all forms required to be completed by the Proposer in submitting a Proposal in response to this Solicitation.

The terms "Proposer" or the "Firm" shall refer to any person or entity submitting a Proposal in response to this Request for Proposals.

The terms "Provider" or "Successful Proposer" shall refer to the Proposer receiving an award as a result of this Request for Proposals.

The terms "Request for Proposals", "RFP" or "Solicitation" shall mean this Request for Proposals, including all Exhibits and Attachments as approved by the City, and amendments or change orders issued by the Procurement Department.

The term "Specifications" shall refer to any and all requirements set forth in this Solicitation relating to the Goods and/or Services to be provided by the Successful Proposer.

The term "Subcontractor" or "Subconsultant" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.

The terms "Services", "Program", "Project", or "Engagement" shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with the Scope of Services, and the Terms and Conditions of this Solicitation.

1-2

AVAILABILITY OF REQUEST FOR PROPOSALS

Copies of this Solicitation package may be accessed on DemandStar at www.demandstar.com or by calling (800) 711-1712. DemandStar distributes the City's solicitations through electronic download, by facsimile, or through the U.S. Postal Service. Proposers are **not** required to register with DemandStar to receive a copy of any City solicitation. Registration with DemandStar is optional, at the sole discretion of the Proposer. DemandStar charges a nominal fee for distribution of solicitation packages.

Proposers choosing to register with DemandStar may do so online at www.demandstar.com or by requesting a faxed registration form by calling (800) 711-1712. **Note: If you are already registered with DemandStar for Broward County, you do NOT need to register again.**

To request the Solicitation from the City's Procurement Office, your request should include the following information: the Solicitation number and title, the name of the potential Proposer's contact person, the potential Proposer's name, complete mailing address, telephone number, and fax number.

Proposers who obtain copies of this Solicitation from sources other than DemandStar or the City's Procurement Department run the risk of not receiving amendments to the Solicitation because their names will not be included on the list of Firms participating in the process for this particular Solicitation. Such Proposers are solely responsible for those risks.

1-3

CONE OF SILENCE

Proposers are notified that this Solicitation is subject to a "Cone of Silence." Pursuant to Sections 2-421 and 2-422 of the City Code of Ordinances ("Code"), "Cone of Silence" is defined to mean a prohibition on any communication regarding this RFP between a potential contractor, service provider, bidder, proposer, offeror, lobbyist, or consultant and the City's personnel,

including but not limited to the City Manager, member of the City's professional staff, or any member of the selection committee.

The Cone of Silence shall be imposed upon each request for proposals, request for qualifications, request for letters of interest or invitation for bids at the time of short listing by the selection team for responses to the particular solicitation, and for procurements, such as a bid, where a short listing is not created, in which case the cone of silence shall be imposed at the bid opening or at the time responses are received.

This Cone of Silence does not apply to oral communications at pre-proposal conferences; oral presentations before evaluation committees; contract negotiations; public presentations made to the City Commission during any duly noticed public meeting; or communications in writing at any time with any City employee, official, or member of the City Commission regarding matters not concerning this Solicitation.

The Cone of Silence shall terminate at the time the City Manager or her designee makes a recommendation to the City Commission at a duly scheduled meeting of the City Commission; provided, however, that if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent recommendation.

1-4

INTERPRETATIONS AND REPRESENTATIONS

If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of this RFP, he/she may submit to the City a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery in accordance with Section 1-7(b) below. Any interpretation will be made only by an addendum. Failure on the part of the prospective Proposer to receive a written interpretation before the submission deadline will not be grounds for withdrawal of a Proposal. Proposer will acknowledge receipt of each addendum issued by stating so in his/her Proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a Contract to a Proposer shall be binding. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any addenda issued. Where there appears to be a conflict between this Solicitation and any addenda issued, the last addendum issued will prevail. See *also* Section 1-5 below.

1-5

RECEIPT OF ADDENDA AND SUBSTITUTE PROPOSAL FORMS

It is the Proposer's responsibility to ensure receipt of all addenda and to substitute Proposal Forms. It is the Proposer's further responsibility to verify with the Procurement Office, prior to submitting a Proposal, that all addenda have been received.

All inquiries regarding this Proposal must be written and should be **emailed** to:

Procurement Department
City of Miramar
2300 Civic Center Place
Miramar, FL33025
Natalie Richmond

Procurement Analyst
Phone: (954) 602-3196
Fax: (954) 602-4357
narichmond@miramarfl.gov

OR

Luz Bartra
Procurement Specialist
Phone: (954) 602-3065
Fax: (954) 602-3631
lbartra@miramarfl.gov

1-6

PRE-PROPOSAL CONFERENCE (NON-MANDATORY)

A NON-MANDATORY Pre-Proposal conference will be held on Thursday, September 5, 2019 at 2:00 PM in the Parks and Recreation Conference Room located at 2200 Civic Center Place, 2nd Floor, Miramar FL 33025. **Please submit all questions in writing by Monday, September 9, 2019 to the contact person(s) listed above.**

1-7

CONTENTS OF SOLICITATION

a) General Conditions.

1) It is the sole responsibility of the Proposer to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Proposer of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the City or the compensation to be paid to the Provider.

2) The Proposer is advised that this Solicitation is subject to all legal requirements and all other applicable City and county ordinances and/or state and federal statutes, rules and regulations.

b) Additional Information/Amendment.

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Office at the address identified above, pursuant to Sections 1-4 and 1-5 above by the due date for requests for clarification. The request shall contain the requester's name, address, and telephone number.

2) The City's Procurement Office may issue a response to any inquiry if it deems necessary, by written amendment in the form of an addendum to the Solicitation, which shall be issued prior to the Solicitation Due Date and Time. The

Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any amendments/addenda issued.

3) It is the Proposer's sole responsibility to ensure receipt of all amendments/addenda and substitute Proposal Forms. It is the Proposer's further responsibility to verify with the Procurement Office, prior to submitting a Proposal, that all amendments/addenda have been received. Proposers shall submit the Proposal form entitled "**ADDENDA ACKNOWLEDGMENT FORM**" with their Proposals.

c) Conflicts in this Solicitation.

Where there appears to be a conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Scope of Services, the Contract or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Specifications or Scope of Services; the Special Conditions; the General Terms and Conditions, and then the Contract.

Where there appears to be a conflict in the Due Date and Time listed anywhere in this Solicitation, it is the sole responsibility of the potential Proposer to verify the Due Date and Time by calling the City's Procurement Office at (954) 602-3053.

1-8

PREPARATION AND SUBMISSION OF A PROPOSAL

a) Preparation/Submission.

1) The Proposal Forms shall be used when submitting a Proposal. Use of any other forms may result in the Proposer's Proposal being deemed "Non-Responsive."

2) The Proposal shall either be typed or completed legibly in ink. The Proposer's authorized agent shall sign the Proposal Forms in ink and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or the failure to comply with any of the foregoing may result in the rejection of the Proposal.

3) Upon request, the City will provide a tax exemption certificate, if applicable. Any special tax requirements will be specified either in the Special Conditions or in the Specifications.

4) Telegraphic or facsimile Proposals shall not be considered.

5) The apparent silence of the Specifications, and any amendment regarding any details, or the omission from the Specifications of a detailed description concerning any materials or Services requested, shall be regarded and interpreted as meaning that only the best commercial practices are to prevail, and

that only materials and workmanship of first quality are to be used. All interpretations of the Specifications shall be made upon the basis of this Solicitation.

b) Vendor registration is not required.

c) Criminal Conviction Disclosure.

Any individual Proposer who has been convicted of a felony during the past ten (10) years and any corporation, partnership, joint venture or other legal entity Proposer having an officer, director, member/manager or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a Contract with or receiving funding from the City. Forms for the disclosure of such a criminal conviction are available from the Procurement Office.

d) Sworn Statement on Public Entity Crimes.

Pursuant to Paragraph (2)(a) of Section 287.133, Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

e) Preference for Local Bidders.

Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five (5) percent of any bid or five (5) points of any Proposal score to a Local Business. Such preference shall apply to bids or Proposals for commodities, Services and construction.

f) Preference for Businesses Employing Miramar Residents.

A vendor located outside of the City limits is considered equivalent to a City vendor and accorded the same preference if it employs a minimum of ten (10) full time equivalent ("FTE") City residents or City residents constitute 20 percent of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to bids or Proposals for commodities, Services and construction.

g) Preference for CBE or SBE Firms.

Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five (5) percent of any bid or five (5) points of any Proposal score to a CBE or SBE Firm. Such preference shall apply to bids or Proposals for commodities, Services and construction.

h) Application of Preferences.

In the application of any price preference granted by the City Code or City policy, the preference is applied by granting the specified percent price reduction to the price of the bidder/Proposer allowed the preference. Preferences shall be additive and computed as a whole on the bid or Proposal.

i) Drug-free Workplace Preference.

All public bids or Proposals are subject to the City of Miramar Preference to Businesses with Drug-free Workplace Programs as set forth in Section 2-456(d) of the City's Code. The City grants a preference to a business with a drug-free workplace program whenever two (2) or more Proposals are equal with respect to price, quality, and Services. The Drug-free Workplace Vendor shall have the burden of demonstrating that its program complies with Section 287.087, Florida Statutes, and all other applicable state law. All Proposers shall submit the form entitled "**DRUG-FREE WORKPLACE AFFIDAVIT.**"

j) Anti-Kickback Affidavit.

All Proposers shall submit the duly signed and notarized form entitled "**ANTI-KICKBACK AFFIDAVIT.**"

k) Non-Collusion Declaration.

All Proposers shall affirm that they have not and shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which their Proposal has been submitted, or to refrain from offering a Proposal in connection with such Service; or, in any manner, directly or indirectly, been sought by another person to fix the price or prices in the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Proposer, or any person interested in the proposed Services. All Proposers shall submit the duly signed form entitled "**NON-COLLUSION DECLARATION.**"

l) Non-Discrimination Affidavit.

All Proposers shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of Services. Proposers shall also affirmatively comply with all applicable provisions of federal, state and local equal employment laws, and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor that cannot lawfully be used as a basis for Service delivery. All Proposers shall submit the duly signed and notarized form entitled "**NON-DISCRIMINATION AFFIDAVIT.**"

m) Business/Vendor Profile Survey.

All Proposers shall provide the City with the information requested in the Business/Vendor Profile Survey prior to being recommended for award of any Contract resulting from this Solicitation.

n) Request for Taxpayer Identification Number and Certification.

All Proposers shall provide the City with their Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

o) Antitrust Laws.

By submitting a signed Proposal, the Successful Proposer acknowledges compliance with all antitrust laws of the United States and the State of Florida in order to protect the public from restraint of trade, which illegally increases prices.

p) Conflicts of Interest.

The award of a Contract is subject to the provisions of Chapter 112, Florida Statutes. Proposers shall disclose the name of any officer, director, partner, associate, or agent who is also an officer, appointee, or employee of the City at the time of the Proposal or at the time of an occurrence of a conflict of interest.

q) Collection of Fees and Taxes.

By accepting the award of a Contract, the Successful Proposer acknowledges compliance with the requirement that all delinquent and currently due fees and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and taxes prior to recommending a Proposer for the award of any Contract.

1-9

MODIFICATION OR WITHDRAWAL OF A PROPOSAL

a) Modification of a Proposal

Any modification of a Proposal by the Proposer shall be submitted to the Office of the City Clerk prior to the Solicitation Due Date and Time. The Proposer shall submit the new Proposal and a letter, on company letterhead, signed by an authorized agent of the Proposer stating that the new submittal supersedes the previously submitted Proposal. The sealed envelope or container shall contain the same information as required for submitting the original Proposal. In addition, the envelope or container shall be marked with a statement that "This Proposal Replaces the Previously Submitted Proposal." No modifications of a Proposal shall be accepted after the Solicitation Due Date and Time.

b) Withdrawal of a Proposal

A Proposal may be withdrawn at any time prior to the Solicitation Due Date and Time. A Proposal may also be withdrawn 180 or more calendar days after the Solicitation Due Date and Time, provided that the Proposal is withdrawn prior to a recommendation for the award of a Contract is made. Withdrawals may only be made by written communication delivered to the Office of the City Clerk at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

1-10

LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Proposals received after the Solicitation Due Date and Time will not be accepted, opened, or considered. Modifications of Proposals received after the Solicitation Due Date and Time will also not be accepted or considered. Withdrawals of Proposals received after the Solicitation Due Date and Time or prior to the expiration of 180 calendar days after the Solicitation Due Date and Time will not be accepted or considered.

1-11

SOLICITATION POSTPONEMENT OR CANCELLATION

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all Proposals, re-advertise this Solicitation, postpone or cancel, at any time, this Solicitation process, or waive any irregularities in this Solicitation or in the Proposals received as a result of this Solicitation.

1-12

COST OF PROPOSALS

All expenses involved with the preparation and submission of Proposals to the City, or any Services provided in connection therewith, shall be borne by the Proposer(s). No payment shall be made for any responses received or for any other effort required of or made by the Proposer(s) prior to the provision of Services as defined by a contract duly approved by the City Commission.

1-13**ORAL PRESENTATIONS**

The City may require Proposers to perform an oral presentation in support of their Proposals or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration may be performed before the Evaluation/Selection Committee or the City Commission. If required, the City shall notify Proposers with as much advance notice as possible prior to the date of such a presentation.

1-14**EXCEPTIONS TO THE SOLICITATION**

Proposers may take exception to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken

Where exceptions are taken, the City, in its sole discretion, shall determine whether to consider the exception and/or the acceptability of the proposed exceptions.

The City is under no obligation to accept or consider any exceptions or accept any Proposal with an exception. Proposers are reminded that they may submit one (1) Proposal without exceptions and an alternate Proposal with exceptions.

1-15**PROPRIETARY AND/ OR CONFIDENTIAL INFORMATION**

- a) Proposers are notified that all information submitted as part of or in support of Proposals will be available for public inspection after opening of the Proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law." Any person wishing to view the Proposals in person may make an appointment by calling the Procurement Office at (954) 602-3053.
- b) All Proposals submitted in response to this Solicitation become the property of the City. Unless the City is notified and acknowledges that the information submitted is proprietary, copyrighted, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Proposal when determined to be in the City's best interest. Acceptance or rejection of any Proposal shall not nullify the City's rights hereunder.

1-16**EVALUATION OF PROPOSALS**

- a) Rejection of Proposal.
 - 1) The City may reject any Proposer's Proposal, and award the Contract to the next highest evaluation scoring, responsive, responsible Proposer.

- 2) The City may reject the entire or any portion of all Proposals submitted and re-advertise for all or any part of this Solicitation, whenever it is deemed in the best interest of the City. The City shall be the sole judge of what is in its "best interest."
- 3) The City may reject any Proposal if the Proposer does not accept or attempts to modify the terms and conditions of this Solicitation.

b) Elimination from Consideration.

No Contract shall be awarded to any person or firm that is in default to the City as a result of any debt, taxes, or any other obligation whatsoever.

c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in this Solicitation.

d) Demonstration of Competency.

- 1) A Proposal shall only be considered from a Firm that is regularly engaged in the business of providing the Goods and/or Services required by this Solicitation. Proposers must be able to demonstrate a good record of performance and have sufficient financial resources, equipment and organization to ensure that they can satisfactorily provide the Goods and/or Services required by this Solicitation.
- 2) The City may conduct a pre-award inspection of the Proposer's site or hold a pre-award qualification hearing to determine if the Proposer possesses the requirement(s) as outlined in the above paragraph and is capable of performing the requirement(s) of this Solicitation. The City may consider any evidence available regarding the financial, technical or other qualifications and abilities of the Proposer, including past performance (experience) with the City or any other governmental entity.
- 3) The City may require the Proposer to show evidence that it has been designated as an authorized representative of a manufacturer, supplier and/or distributor if required by this Solicitation.
- 4) The City reserves the right to audit all records, financial or otherwise, pertaining to and resulting from any award as a result of this Solicitation.

1-17

NEGOTIATIONS

- a) The City may award a Contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best efforts. The City, in its sole discretion, reserves the right to enter into Contract negotiations with the highest evaluation scoring, responsive, responsible Proposer and whose Proposal is most advantageous to the City. Should the City and that Proposer fail to reach agreement on a mutually acceptable Contract, the City shall have the right to terminate contract negotiations and to negotiate same with the next highest evaluation scoring, responsive, responsible Proposer. No Proposer shall have any rights against the City arising from such negotiations until a Contract acceptable to the City has been awarded and executed.
- b) To assure full understanding of and responsiveness to the Solicitation requirements and full understanding of qualified Proposals or offers, discussions may be conducted with qualified Proposers or offerors who submit responses determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of and responsiveness to the Solicitation requirements. The respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of responses, and such revisions may be permitted through negotiations prior to award for the purpose of obtaining best and final Proposals or offers.

1-18

AWARD OF CONTRACT(S)

- a) Contract(s).

This RFP contains the “**AGREEMENT**”. After award, a Contract similar to the Agreement in this RFP, inclusive of all attachments and any modifications which the City ***in its sole discretion may make***, will constitute the entire agreement between the parties. No rights shall inure to the benefit of any Proposal pursuant to this RFP until the Agreement has been executed by both parties thereto..

- b) Additional Information.

The award of a Contract may be preconditioned on the subsequent submission of other documents specified in the Special Conditions or Specifications. The Successful Proposer shall be deemed “Non-Responsive” if such documents are not submitted in a timely manner and in the form required by the City. Where the Successful Proposer is deemed “Non-Responsive” as a result of such failure to provide the required documents, the City may award the Contract to the next highest evaluation scoring, responsive, responsible Proposer.

- c) Independent Contractor.

The Successful Proposer shall be a contractor operating independently from the City. All employees and contractors of the Successful Proposer shall be considered to be, at all times, the sole employees or contractors of the Successful Proposer, under the Successful Proposer's sole discretion, and not an employee, contractor, or agent of the City. Nor shall employees and contractors of the Successful Proposer enjoy any privity of contract with the City. Neither the Successful Proposer nor any of its employees shall receive any City benefits available to employees of the City. The Successful Proposer shall supply competent and physically capable employees and contractors. The City may require the Successful Proposer to remove any employee or contractor the City deems careless, incompetent, insubordinate, or otherwise objectionable and/or whose continued performance of the Services is not in the best interest of the City.

d) Contract Extension.

The City reserves the right to automatically extend any Contract for up to 180 calendar days beyond the stated Contract term under the same terms and conditions of said Contract. The City shall notify the Successful Proposer in writing of such extensions. Additional extensions beyond the first 180-day extension may occur if approved by the City Commission, with the mutual agreement of the City and the Successful Proposer.

e) Limited Contract Extension.

Any specific work assignment which commences prior to the termination date of any Contract and which will extend beyond the termination date shall, unless terminated by mutual written agreement of both parties, continue until completion at the same prices, terms and conditions as set forth in the Contract.

f) Warranty.

Any implied warranty granted under the Uniform Commercial Code shall apply to all goods purchased under any Contract.

g) Estimated Quantities.

Estimated quantities or estimated dollars, if provided, are for Proposer's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the period of the Contract. The City is not obligated to place any order for a given amount subsequent to the award of any Contract. Estimates are based upon the City's actual needs and/or usage during a previous contract period. Said estimates may be used by the City for purposes of determining the highest evaluation scoring, responsive, responsible Proposer meeting the Specifications.

h) Non-Exclusive Contract.

Although the purpose of this Solicitation is to secure a Contract that can satisfy the total needs of the City, it is agreed and understood that any Contract awarded does

not create the exclusive rights of the Successful Proposer to receive all orders that may be generated by the City in connection with the types of products and/or Services requested, unless otherwise stated herein.

1-19

RIGHT TO APPEAL AWARD RECOMMENDATION

- a) After a notice of intent to award a Contract is posted, any actual or prospective bidder/Proposer who is aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the Chief Procurement Officer. A protest must be filed within five (5) business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and accompanying fee is received by the Chief Procurement Officer.
- b) A nonrefundable filing fee from protester is required to compensate the City for the expenses of administering the protest. The fee shall be in the form of cash or a cashier's check, and in accordance with the schedule set forth below:

Contract Award

\$10,000-\$50,000

\$50,001-\$250,000

\$250,001 and greater

Protest Filing Fee

\$500.00

\$1,000.00

1% of the pending award or \$5,000.00, whichever is greater

1-20

RESULTING CONTRACTOR OBLIGATIONS

- a) Rules, Regulations, Licensing, and Other Requirements.

The Proposer shall comply with all laws and regulations applicable to the Goods and/or Services requested in this Solicitation. The Proposer is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the Goods and/or Services offered.

- b) Condition of Packaging and Packaging Materials.

If applicable, and unless otherwise specified in the Special Conditions or Specifications, all containers shall be suitable for shipment and/or storage and recyclable to the greatest extent possible.

1-21**REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS**

All Contracts with the City for the purchase of supplies, materials, or Services, including professional Services that involve the expenditure of \$25,000.00 or more, shall require that the Proposer submits with its Proposal a list of all first-tier Subcontractors or Subconsultants who will provide any part of the Contract Services and all suppliers who will provide materials for the Contract Services directly to the Successful Proposer. In addition, the Successful Proposer shall not change or substitute Subcontractors, Subconsultants or suppliers from those listed in the Proposal, except upon written approval of the City.

All Proposers shall submit the completed Proposal form entitled **“PROPOSER’S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS”** with their Proposal(s). **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER THE PROPOSAL “NON-RESPONSIVE.”**

1-22**OTHER AGENCIES (PIGGYBACK CLAUSE)**

The successful Proposer(s) from this RFP may permit any other municipality or government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties. Any other agency that chooses to piggyback the terms and conditions of this contract shall do so independently and shall be responsible for its own purchases.

SECTION 2

SPECIFIC TERMS AND CONDITIONS

2-1

PURPOSE: TO ESTABLISH A CONTRACT BETWEEN A PROVIDER AND THE CITY OF MIRAMAR FOR BUS BENCH, BUS BENCH AND BUS SHELTER ADVERTISING SERVICES.

The purpose of this Solicitation is to establish a contract for the Services specified herein from an entity or entities that will provide prompt and professional Service. Specifically, the purpose is to select a Provider for bus bench and bus shelter advertising services in accordance with the terms, conditions, and Scope of Services contained in this RFP.

The City is requesting Proposals from experienced individual(s), group(s), or company(ies), hereinafter referred to as the "Proposer", to provide the Services for the City.

2-2

SOLICITATION TIMETABLE

The anticipated schedule* for this Solicitation and the award of the Contract shall be as follows:

<u>Milestone</u>	<u>Timeframe</u>
RFP Issuance.....	Tuesday, August 27, 2019
Pre-Proposal Conference.....	Thursday, September 5, 2019 at 2:00 PM EST
Deadline for Clarification Questions	Monday, September 9, 2019
Proposals Due to City.....	Thursday, September 19, 2019 at 2:00 PM EST
Final Ranking of Proposers	TBA
Contract Negotiations	TBA
Award of RFP and Contract by City Commission	TBA

***Dates in this schedule occurring after the Proposal Due Date and Time may be amended by the City in its sole discretion, and no rights shall inure to any Proposer due to such amendment.**

2-3

TERM OF CONTRACT

The term of the contract resulting from this solicitation shall be for a period of five years and shall commence upon the date a Contract is executed by both parties, or if provided, the commencement date specified in the Contract, with the option to renew for one additional five-year term.

In addition to any renewal, if provided for, the Chief Procurement Officer may authorize up to a 90 day extension of a Contract in accordance with the terms and conditions of the Contract; and the City Manager or his/her designee is authorized to extend, for operational purposes only, an additional 90 days for a maximum of 180 days for any Contract entered into by the City pursuant to City Commission approval. Any further extensions of such Contract require the approval of the City Commission.

2-4

METHOD OF AWARD

The award of any Contract resulting from this Solicitation will be made to the highest evaluation scoring, responsive, responsible Proposer whose Proposal will be the most advantageous to the City, taking into consideration price and the other evaluation factors set forth in this Solicitation.

2-5

METHOD OF PAYMENT: PERIODIC INVOICES FOR SERVICES RENDERED

The Successful Proposer(s) shall submit fully documented invoices within 30 calendar days after Services have been rendered. These invoices shall be submitted to the City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, Florida 33025. All documentation shall reference the appropriate Contract number, the type of Service(s) provided, and the dates or period that the Service(s) were provided in the prior 30 days.

2-6

CONTENTS OF PROPOSAL

The contents of the Proposal shall be as required by this RFP, including the information required in **Section 3** below.

2-7

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Successful Proposer understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Successful Proposer agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

2-8

ACCEPTANCE OF SERVICES BY THE CITY

The Services shall be performed by the Provider consistent with the highest professional standards. Any Services not provided as required shall be corrected by the Provider to the extent possible at no cost to the City.

2-9

POINT OF CONTACT

For any additional information regarding the Scope of Services and requirements of this Solicitation, contact the Procurement Office at:

Procurement Department
City of Miramar
2300 Civic Center Place
Miramar, FL 33025
Natalie Richmond
Procurement Analyst
Phone: (954) 602-3196
Fax: (954) 602-4573
narichmond@miramarfl.gov

OR

Luz Bartra
Procurement Specialist
Phone: (954) 602-3065
Fax: (954) 602-3631
lbartra@miramarfl.gov

SECTION 3

SCOPE OF SERVICES AND SPECIAL REQUIREMENTS; PROPOSAL EVALUATION AND CRITERIA; CONTENT OF PROPOSAL

3-1

PURPOSE AND INTENT OF REQUEST FOR PROPOSALS

The City of Miramar is seeking a qualified contractor to provide bus benches, bus bench and shelter advertising. The City of Miramar currently does not have bus bench and bus shelter advertising services and is seeking a contractor who will have the right and obligation to provide these services at authorized bus stop locations within the City. The Contractor will be responsible for all costs of designing, permitting, installing, maintaining, cleaning, and as applicable removing the bus benches and bus shelters for a term of five years with the option to renew for one additional five-year term.

3-2

CITY AND PROJECT BACKGROUND

The City is a growing municipality located in southeast Florida, approximately halfway between Miami and Fort Lauderdale. The City has experienced unprecedented growth over the past several years, with an increase in population from 72,739 in 2000 to 140,328 in 2017. The City's infrastructure, residential, commercial, and economic development has also increased at an explosive pace during the same period. The City is a long and narrow city, approximately 2.5 miles wide (north to south) and 14 miles long (east to west).

3-3

SCOPE OF SERVICES AND SPECIAL REQUIREMENTS

3.3.1 Advertising Content

1. The successful contractor is responsible for production and marketing services for all advertisements. The Contractor will use its best efforts to sell advertising space and operate a fully staffed business office to manage this effort.
2. The Contractor must be capable of acquiring both local and national advertising contracts.
3. While a traditional print advertising model using static displays is anticipated, the option of digital advertising may be considered.
4. Advertisements that include, but not limited to, the following content shall be prohibited:
 - a. Advertisements containing political messages or regarding political candidates.

- b. Advertisements promoting tobacco, alcohol, and other adult-related products or services that are not lawfully available to minors, unless such products or services are produced by the State.
 - c. Advertisements containing sexual or excretory subject matter.
 - d. Advertisements that contain false or grossly misleading information.
 - e. Advertisements that infringe on copyright or trademark rights.
 - f. Advertisements that promote or are likely to incite imminent unlawful activity.
 - g. Advertisements that promote the sale of firearms.
 - h. Advertisements that contain profanity, promote, or depict violence.
 - i. Advertisements that falsely disparage one or more persons, products, or companies.
 - j. Advertisements that may be disruptive to vehicles or pedestrians using the public right-of-way, whether due to reflectorized material, blinking or flashing lights, noise, or other special effects.
 - k. Advertisements that interfere with the efficient and safe operation of the City or the County transit system.
5. The Contractor will screen potential advertisements for compliance with these restrictions, and when applicable remove prohibited advertising within agreed upon timeframe.
 6. The Contractor will comply with generally accepted industry principles and all applicable laws and regulations including but not limited to, Outdoor Advertising Association of America (O.A.A.A), truth in advertising, copyrights, and trademarks.
 7. Contractor will remove all dated advertising materials within five (5) calendar days from its expiration date. Dated advertising materials refers to advertising materials that are relevant to a specific time period or relevant to an event that occurs on a date certain.
 8. Contractor will fill all unsold advertising spaces in bus shelters with full size, high quality posters, or with graphics on bus bench, advertising the space as available. Posters and graphics will provide full contact information of the Contractor. Alternately, the City may negotiate the display of Public Service Announcements in unsold ad spaces.

The Successful Proposer and the City recognize and acknowledge that the City is implementing the advertising standards under its proprietary powers.

3.3.2 General Design and Construction Requirement

1. All bus bench and bus shelters must comply with all federal, state, and local laws and regulations (“collectively, “Legal Requirements”), including:
 - a. The Americans with Disabilities Act (ADA)
 - b. Florida Statutes Section 337.408
 - c. Part I of Ch. 14-20 of the Florida Administrative Code
 - d. The Florida Building Code and all applicable building codes; and
 - e. City of Miramar City Code, governing activities within public right-of-way.

2. All benches and shelters must include a display of the Contractor's name and business telephone number, displayed in a visible location, in an area not to exceed 12 square inches.
3. The configuration, and location of every shelter and shelter pad will be subject to prior written approval by the City, based on the design and construction standards established in the Contract.
4. Bus benches, pads, and shelters found not to be in compliance with all applicable laws and rules will be removed immediately by the Contractor, at no cost to the City. Failure to remove such non-compliant bus benches or shelters will result in removal by the City and the cost shall be reimbursable to the City by the contractor. The Contractor will certify compliance of all bus benches, pads, and shelters with the all applicable laws and rules annually.

3.3.3 Bus Benches Design and Construction Standards:

1. Benches will comply with the following additional requirements:
 - a. The bench will not be more than 24 inches in height, 28 inches in depth, and 74 inches in length in accordance with Florida Administrative Code (FAC).
 - b. The bench will be constructed to discourage opportunities for sleeping or reclining.
 - c. The bench will not have any illumination device, either incorporated into the bench or directed upon the bench, excluding publicly owned streetlights or other existing lights.
 - d. Advertising spaces will be limited to the front surface of the backrest of bus benches. The area of each advertising space may not exceed 12 square feet. Advertising signage will be constructed of durable, weather-resistance materials, using coatings that withstand environmental elements for the duration of the ad placement.
 - e. The bench will be secured on a concrete pad which will be installed according to the City guidelines.
 - f. Benches will be constructed of durable, weather resistant, low maintenance materials, and designed to minimize the possibility of tipping over.

3.3.4 Bus Shelter Design and Construction Standards:

1. Bus Shelters will be constructed to conform to the "Accessing Transit: Design Handbook for Florida Bus Passenger Facilities Version III –Interim Updates Since 2013 Publication, April 2017" and any updates issued during the term of the contract.
2. All shelters must meet or exceed hurricane wind resistance building code requirements.
3. The Contractor will pay all maintained electrical expenses and service costs incurred by the use of any electrical lighting in any bus shelter. Light sources will be shielded and not be directly visible from adjacent vehicles, streets, or nearby buildings. Lighting will not interfere with the night vision of drivers and neon tubing must not be

exposed. The Contractor will make all necessary arrangements with utility companies for the provision of service.

3.3.5 Bus Bench and Bus Shelter Maintenance:

1. Each bus bench and bus shelter must be maintained by the Contractor in a safe, like-new condition at all times, and will be regularly inspected by the Contractor to identify benches and shelters requiring maintenance and/or repair.
2. Each bus bench and bus shelter will be kept in a neat, clean, usable condition at all times. Contractor will maintain the bench pads and bus shelters at least twice weekly, including sweeping, cleaning, removal of litter and debris around each bench or shelter, weed eating around concrete pads, benches, shelters, and deco litter cans, replacement of any deco inserts or liners either damaged or missing, repair of damages benches, shelters, or trash containers, and maintaining the benches and shelters free from graffiti, litter, and debris. The frequency of maintenance and cleaning will be increased at a cost to the Contractor, if in the sole opinion on the City, it is deemed to be insufficient.
3. Steam clean sidewalks in and around the bus benches and bus shelters a minimum of twice per year, or as needed to maintain a like-new condition.
4. The bus bench and bus shelter concrete pad and access to streets and sidewalks will be kept free of weeds and debris, such that the bench and shelter is reasonably accessible at all times, as determined by the City. The Contractor, at its sole expense, will maintain a three (3) foot area around the benches and shelters on a scheduled basis, as approved by the City. Maintenance includes mowing, edging, and litter removal from any grassed area surrounding the bench or shelter. Grass clippings will not be blown into the curb or into the street where they might enter the storm drainage system.
5. Replace and repair any and all damaged or defaced benches or shelters or individual bench or shelter components within 24 hours after the City provides notification of such damage or defacement. If such damage or defacement renders the bench or shelter dangerous, the Contractor will make the bench or shelter safe within four hours and will effect a permanent repair within a mutually agreed upon schedule.
6. Removal of Benches and Shelters: If, upon the revocation or expiration of the Contract, the Contractor fails promptly to remove a bench, shelter, and/or concrete foundation pad and restore the site to match existing conditions and be compatible with the adjacent property, the City may do so ten (10) days after giving the Contractor written notice, and if the Contractor fails to pay the cost of removal and storage of the bench and shelter within a period of sixty (60) days after the giving of such notice, the Contractor's rights in said bench or shelter will be forfeited. Such forfeiture will not excuse the Contractor from the payment of the cost of removal and storage of the bench or shelter, removal of the pad and storage if applicable, and restoration of the site.

3.3.6 Location of Benches and Shelters:

1. The City anticipates up to 150 benches and at least 10 shelters to be placed in locations approved in writing by the City. The City Manager or his designee has the exclusive right to amend the designated number of benches and shelters as deemed necessary.
2. All bus benches and bus shelters will be located in the public right of way on roadways that are used as bus routes by City of Miramar buses, and at locations where a bus would stop to pick up passengers. All bus bench and bus shelter locations are subject to prior approved by the City.
3. Any bus bench or bus shelter may be relocated by the Contractor in conformance with the requirements of the Contract, provided that prior to relocating the bench or shelter the Contractor provides to the City a revised location map and the City provides written approval of the revision. The Contractor will remove the concrete pad from the prior location and completely restore the site to match existing conditions to be compatible with adjacent properties.
4. Each bus bench or bus shelter will be located parallel to the adjacent road.

3.3.7 Proposed revenue sharing to the City

- i. Provide a per unit fee monthly fee per advertising bench, per month for advertising shelter, or _a percentage of the annual gross advertising revenue, whichever is greater. This shall be paid to the City on a prorated basis.
- ii. Provide City a one-time upfront signing bonus, payable upon execution of the agreement.
- iii. Provide an annual donation to a City Community Engagement Initiative.

3-4

MANAGEMENT AND PERSONNEL

The Proposer shall include the following information in the Proposal:

1. Profile of the Firm – State whether your firm is local, national, or international. Additionally, state the following:
 - a. Age and size of the firm and local office.
 - b. Location of the office where the work on this Project is to be performed.
 - c. Number and nature of the staff to be assigned to this Project on a full time basis (resumes are preferred).
 - d. Number and nature of staff to be assigned to this Project on a part time basis (resumes are preferred).

2. Identify the supervisory and management staff who will be assigned to the Project and indicate whether each holds any certifications and licenses applicable to the proposed Project. Provide resumes for each person that will be assigned to this Project.
3. The Successful Proposer must provide details of any legal challenges experienced within the last five (5) years to any written examination, oral review boards, or scenario-based assessment centers. Documents must provide the full legal summary and resulting judgments or disposition.
4. Proposer must be operating as the same business entity for a minimum of five (5) years and have been successful in the business of providing bus bench, bus bench and shelter advertising continuously for a minimum of five (5) years.
5. Proposer must submit five (5) Reference Questionnaires (See Section 5) completed and signed by clients comparable in size and nature to the City of Miramar (Government References are preferred).

3-5

SILENCE OF SCOPE OF SERVICES

The apparent silence of the foregoing Scope of Services as to any detail or omission from it as to a detailed description concerning any specifics shall be regarded as meaning that only the best commercial practices are to prevail and that only equipment and workmanship of first quality are to be used. All interpretations of this Scope of Services shall be made upon the basis of this statement.

3-6

PROPOSAL EVALUATION AND CRITERIA

Following the closing of this Solicitation, the Proposals will be evaluated by a selection committee appointed by the Chief Procurement Officer. The selection committee may be comprised of any combination of City staff, consultants, or other non-City persons, all of whom have the appropriate experience and knowledge relating to the Services sought by this Solicitation, while striving to ensure a well-balanced committee. The scoring of the Proposals will be based on a point total and not a percentage factor. The selection committee will evaluate and rank the Proposals received on the basis of the criteria and available points indicated below. The committee shall reserve the right to require oral presentations from one (1) or more of the Proposers, either before or after the initial ranking, and shall have the option to short-list and re-rank after the receipt of additional information from such presentations, follow-up questions and answers, on-site Proposer demonstrations (to include module and/or functionality demonstrations, technical demonstrations, service presentation and other due diligence), completed reference checks or site visits. After the final ranking, again based on the criteria and points set forth below, Contract negotiations will be commenced with the highest evaluation scoring, responsive, responsible Proposer and whose Proposal will be the most advantageous to the City. Should the City and such Proposer fail to reach agreement on a mutually acceptable Contract, the City shall have the right to terminate negotiations and to negotiate with the next highest ranked firm, and to continue following this process until a mutually acceptable Contract is reached. Once a mutually acceptable Contract is reached, the City Commission will then be asked to approve the award of the RFP and the successfully negotiated Contract.

Evaluation Categories	Points
A. Experience and Expertise	25
B. References	10
C. Resources and Proposed Method of Contract Performance	25
D. Proposed Revenue	30
E. City Local Preference	5
JF. CBE/SBE Preference	<u>5</u>
Total Points	100

Scoring for References (Category B):

Proposers must submit five (5) completed and signed Reference questionnaires (See Section 4) for which work was satisfactory. Each completed and signed Reference questionnaire that is satisfactory in ALL areas will receive 1/5 of the possible points allocated. If a questionnaire contains an area that is unsatisfactory, Proposer will not be awarded points for that reference questionnaire.

Example 1:

Firm "A" submits 5 Reference Forms and is satisfactory in all areas

$1/5 \times 5$ (reference sheets) $\times 10$ (total possible points) = 10 points

Example 2:

Firm "B" submits 4 Reference Forms and is satisfactory in all areas

$1/5 \times 4$ (reference sheets) $\times 10$ (total possible points) = 8 points

Scoring for Revenue Proposed (Category D):

The proposal with the highest revenue to the City will receive a total of 30 points. All other Proposals will receive a portion of the total points for the revenue proposed based on the following formula:

Proposer "X" divided by highest Revenue Proposed times maximum available points = Proposer "X" Proposal Score.

Example:

Firm "A" Proposed Revenue is \$200,000 and is the highest proposed revenue

Firm "B" Proposed Revenue is \$150,000

Firm "C" Proposed Revenue is \$100,000

Points Available: 30

Calculation:

Firm "A": Highest proposed Revenue and receives 30 points

Firm "B": $(\$150,000 / \$200,000) \times 30 \text{ points} = 22.5 \text{ points}$

Firm "C": $(\$100,000 / \$200,000) \times 30 \text{ points} = 15 \text{ point}$

3-7

CONTENT OF PROPOSAL

Proposal Format

To facilitate the analysis of responses to this RFP, Proposers are required to prepare their Proposals in accordance with the instructions outlined in this section. Proposers must respond in full to all RFP sections and follow the indicated RFP format (section numbering, and similar matters) in their Proposal. Failure to follow these instructions may result in rejection of the Proposal.

For each question asked in the RFP, Proposers shall provide in their Proposals the question asked and their answer using the section numbering of the RFP.

Proposals shall be prepared to satisfy the requirements of the RFP. EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. All parts, pages, figures, and tables should be numbered and labeled clearly. The Proposal should be organized as follows:

Tab	Title
-	Proposal Signature Form
1	Executive Summary
2	Experience and Expertise
3	Resources and Methodology
4	References checks with other clients
5	Proposer Information
6	Exceptions and Deviations
7	Other Required Forms and Attachments
8	Cost Proposal
9	Addenda
10	Affidavits and Acknowledgements

Instructions relative to each part of the Proposal are defined in the remainder of this section.

Costs for the Proposer's recommendation(s) should be submitted on the Proposal Pricing Forms provided. Costs should include the complete costs for the solution, including travel and operating costs. Use additional pages as needed. See "Cost Proposal" below.

TAB 1: Executive Summary

This part of the response to the RFP should be limited to a brief narrative, not to exceed two (2) pages, describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The Executive Summary should not include cost quotations.

Minimum Qualifications

- Be licensed to do business in the State of Florida.
- Operating in Business for a minimum of five (5) years.

TAB 2: Experience and Expertise

Proposers must provide information about their firm so that the City can evaluate the Proposers' stability and ability to support the commitments set forth in the Proposal. Providers should include the following information in this section:

1. The firm's background, including a brief description (e.g., past history, present status, future plans, company size and related matters) and organizational charts.
2. Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn and Bradstreet report as part of the Proposal.
3. If the Proposer is proposing to use a Subcontractor on this Project, please provide background information on the Subcontractor, Proposer's relationship with that firm, and the specific Services and/or products that the Subcontractor will be providing on the Project. A complete list of Subcontractors is required. The City has the right to approve all Subcontractors of the Provider at any time, and receive copies on any agreements or contracts with the Subcontractors. Contractors and Subcontractors are expected to also act as fiduciaries of the City.
4. Include names of representatives, professional/work background and qualifications, with titles and areas of expertise, who will be directly responsible for this Project.
5. Describe the expertise of your staff/contractors in performing the types of Services requested in this RFP.

TAB 3: Resources and Methodology

1. Adequacy of amount of quality resources assigned to the Project.
2. Overall approach to Project.
3. Consideration of Services provided and approach to meeting goals and deadlines.
4. Description of Services provided and approach to meeting goals and deadlines.

TAB 4: References checks with other clients

Proposer must submit five (5) Reference Questionnaires (See Section 5) completed and signed by clients comparable in size and nature to the City of Miramar (Government References are preferred).

TAB 5: Proposer Information

The Provider must respond to the Provider Information Form in Section 5 of this RFP.

TAB 6: Exceptions and Deviations

If the Proposer finds it impossible or impractical to adhere to any portion of this Scope of Services and all attachments, it shall be so stated in its Proposal, with all deviations grouped together in a separate section entitled "Exceptions/Deviations from Proposal Requirements." This section will be all-inclusive and will contain a definition statement of each and every objection or deviation from adherence to specific RFP sections. Objections or deviations expressed only in other parts of the Proposal, either directly or by implication, will not be accepted as deviations, and the Proposer in submitting a Proposal will accept this stipulation without recourse. Also see the provisions of Section 1-12 above. Providers taking exceptions do so at their own risk.

TAB 7: Other Required Forms and Attachments

Place all other forms that have not been identified as associated with another tab, including attached questionnaire, under this tab. This should include any Contract forms desired for consideration as part of the Contract.

TAB 8: Cost Proposal

Costs/Revenues for the Proposer's recommendation(s) should be submitted on the Revenue Proposal Sheet provided at Section 5 below. The Proposer shall provide price information for each separate component of the proposed Services.

Proposers shall provide a one-time upfront signing bonus

Proposers shall provide a donation to a City Community Engagement Initiative

Proposers shall provide a fixed per unit amount of revenue for each bus bench and for each bus shelter separately

Proposer shall quote a percentage of revenue to be payable to the City annually if this amount should be greater than the total annual fixed amount paid to the City

Proposers shall provide all pricing/revenue alternatives in these cost sheets.

Proposers shall provide prices in U.S. dollars.

TAB 9: Addenda

Include all original, signed copies of addenda in this section.

TAB 10: Affidavits and Acknowledgements.

The following forms are included in Section 4 below and must be completed and provided as part of any Proposal. FAILURE TO COMPLETE, SIGN AND RETURN THESE FORMS MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."

FORM CHECKLIST:

- 1) ____ PROPOSAL COVER SHEET AND SIGNATURE FORM
- 2) ____ PRICE PROPOSAL SHEET
- 3) ____ PROPOSER INFORMATION FORM
- 4) ____ PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS
- 5) ____ DRUG-FREE WORKPLACE AFFIDAVIT
- 6) ____ ANTI-KICKBACK AFFIDAVIT
- 7) ____ NON-COLLUSIVE AFFIDAVIT
- 8) ____ NON-DISCRIMINATION AFFIDAVIT
- 9) ____ BUSINESS/VENDOR PROFILE SURVEY
- 10) ____ EXCEPTIONS AND DEVIATIONS FORM

SECTION 4
AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND

FOR

BUS BENCHES, BUS BENCH AND BUS SHELTER ADVERTISING

This Agreement is entered into this ____ day of _____, 2019, by and between the City of Miramar, Florida, a Florida municipal corporation (hereinafter referred to as the "City"), and _____, a _____ corporation or individual with principal business address located at _____ (hereinafter referred to as "Contractor").

WHEREAS, on _____, the City issued Request for Proposals No. 19-08-31 ("RFP") for "Bus Bench, Bus Bench and Bus Shelter Advertising" (the "Services"); and

WHEREAS, the Contractor was determined by an Evaluation Committee to be the highest evaluation scoring, responsive and responsible Proposer, and whose Proposal was most advantageous to the City; and

WHEREAS, on _____, 2019, through adoption of Resolution No. _____, the City Commission approved the award of the RFP to Contractor and authorized negotiation and execution of an appropriate Agreement between Contractor and the City for the provision of the Services.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, the City and Contractor agree as follows:

SECTION 1
RECITALS

The above recitals are true and correct and are incorporated and made a part of this Agreement.

SECTION 2

SCOPE OF SERVICES

This Agreement is subject to and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions, and requirements set forth and described in the RFP, the Contractor's Proposal submitted in response thereto as accepted by the City, and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Scope of Services, the Contract, or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Specifications or Scope of Services; the Special Conditions; the General Terms and Conditions, and then the Contract.

2.2 Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

SECTION 3

COMPENSATION

- 3.1 Contractor shall pay the City a one-time upfront signing bonus of \$_____ payable upon execution of the agreement.
- 3.2 Contractor shall pay a fixed, per unit fee monthly fee of _____ per advertising bench, \$_____ per month for advertising shelter, or _____ of the annual gross advertising revenue, whichever is greater. This shall be paid to the City on a prorated basis.
- 3.3 Contractor shall make an annual donation to a City Community Engagement Initiative of \$_____.
- 3.4 Payment must be made by certified check, cashier's check or a company check drawn on a bank with Florida offices and made payable to: City of Miramar, ATTN: Finance Department, 2300 Civic Center Place, Miramar, FL 33025
- 3.5 Either party may open the fee structure for discussion at any time during this Agreement.

SECTION 4

PERMITTING AND INSTALLATION, PLACEMENT AND MAINTENANCE

- 4.1 The City hereby grants the right and privilege to construct, place advertising on, and maintain bus benches and bus shelters at bus stops on the public rights-of-way in the City of Miramar.

- 4.2 Contractor must obtain all necessary permits to install bus benches and bus shelters and operate advertising services.
- 4.3 Contractor represents that all persons performing pursuant to this Agreement have the knowledge and skills to perform their duties under this Agreement. Contractor is an independent contractor under this Agreement. Materials, supplies, services, and goods shall be subject to the supervision of contractor. In providing services hereunder, neither contractor nor its agents shall act as an officer, employee, or agent of the City of Miramar. This Agreement does not constitute a partnership or joint venture between the City of Miramar and the contractor.
- 4.4 Contractor will place up to _____ benches upon public space within the City of Miramar, at various transit stops and at other points of public convenience in locations that do not obstruct passage along the public way, do not create a hazard and are not otherwise detrimental to the safety, welfare, morals or health of the citizens of the City of Miramar. Contractor will place all benches within the City of Miramar and will continue to maintain all benches in conformance with the maintenance and standards set forth the Scope of Services.
- 4.5 Any additional benches placed at bus stops within the City of Miramar shall require the authorization and approval of the City in advance of placement and all necessary permitting shall be issued pursuant to the requirements of this Agreement and the RFP. Such placement shall be made only where there is no objection of the abutting property owner and shall be subject to the terms of this Agreement.
- 4.6 Contractor shall monitor its benches and shall respond within twenty-four (24) hours to the City's request for any maintenance, repair, and/or graffiti removal. Contractor shall follow industry standards for safety and maintenance in the installation, servicing, safekeeping, repair, and removal of its bus benches. Contractor shall provide bench unit maintenance at least twice per week.
- 4.7 In the event that a bus bench unit is destroyed through the intentional or negligent act of any third party, or is damaged or destroyed by any act of nature, war, riot or other major upheaval (a force majeure), or in the opinion of the City or Contractor, the immediate area surrounding a bus bench poses a legitimate hazard to the safety of the user as a result of any such force majeure, Contractor shall have the right, on a temporary emergency basis, to remove, replace, or relocate the bus bench unit to a location which puts the bench unit away from the hazardous area, if said location meets all other criteria provided in this Agreement. Any temporary emergency relocation of a bus bench unit shall remain effective until such time as Contractor, the City of Miramar, or the abutting property owner has cured the hazard.
- 4.8 In order to continuously meet the City's aesthetic standards, Contractor agrees to provide for an age-based replacement schedule of bus benches.
- 4.9 All benches placed and installed by Contractor under this Agreement are the property of the Contractor and shall be maintained in compliance with FDOT standards for placement, and shall be ADA compliant.

SECTION 5
LEASE OF ADVERTISING SPACE ON BENCHES AND BUS SHELTER UNITS

- 5.1 Contractor shall have the right, privilege, and license, as granted by the City of Miramar herein, to lease advertising space on all benches under this agreement.
- 5.2 In the event the City of Miramar objects to proposed advertising or, in the judgment of the City, deems posted advertising to be of an immoral or otherwise objectionable nature, the City shall document its specific reason for such objection in writing, and provide such documentation to Contractor. Contractor will remove the objectionable advertising within ten (10) days of receipt of notice from the City.
- 5.3 Contractor will comply with all applicable laws, including but not limited to Outdoor Advertising Association of America ("OAAA") guidelines regarding content of outdoor advertising posted on its benches as well as all requirements in this RFP.
- 5.4 Contractor agrees to provide the City of Miramar up to ten (10) but no less than five (5) unsold benches per month to promote City-sponsored special events. Contractor agrees to provide production, printing and posting service for this program at no cost the City of Miramar.
- 5.5 Contractor agrees to display on the bus benches commercial advertisements in compliance with the advertising standards and requirements, attached hereto as Exhibit "___" ("Advertising Standards"). The City may revise the Advertising Standards from time to time, and any such changes shall be binding upon Contractor. The Parties recognize and acknowledge that City is implementing the Advertising Standards as owner of the City's property under its proprietary powers, and that the provisions hereof in no way affects the City's powers to regulate advertising, billboards, or related matters under its independent regulatory powers. The City may request removal of an advertisement if LESSOR reasonably determines that such advertisement violates the Advertising Standards. LESSEE shall use its best efforts to remove such advertisement within three (3) days of receiving LESSOR'S request for removal.

SECTION 6
TERM OF AGREEMENT

- 6.1 The term of this Agreement shall be for a period of five years and shall commence upon the date this Contract is executed by both parties, with the option to renew for one additional five-year term.
- 6.2 The City's Chief Procurement Officer may authorize up to a 90-day extension of this Agreement in accordance with its terms and conditions, and the City Manager or her designee is authorized to extend this Agreement, for operational purposes only, for an additional 90 days for a maximum total of 180-days.

SECTION 7

TERMINATION OF AGREEMENT

- 7.1 **Termination for convenience.** The City may terminate this Agreement for convenience by giving Contractor thirty (30) calendar day's written notice.
- 7.2 **Termination for cause.** This Agreement may be terminated by either party upon five calendar day's written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the City, Contractor shall indemnify the City against losses pertaining to this termination. In the event that Contract is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 5.1 of this Agreement, and the provisions of Section 5.1 shall apply.
- 7.3 **Survival.** The termination of this Agreement under Section 7.1 or 7.2 shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

SECTION 8

INDEPENDENT CONTRACTOR

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be provided by employees of Contractor subject to supervision by Contractor, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 9

INDEMNIFICATION

- 9.1 Contractor shall indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or Subcontractors in the Contractor's performance of Services pursuant to this Agreement.
- 9.2 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 10 **INSURANCE**

10.1 **INSURANCE** - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain commercial general, automobile (where applicable), workers compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.

10.2 **Minimum Limits of Insurance** - Contractors shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence, property damage and medical expense \$10,000, personal injury and advertising injury liability \$1,000,000; products and completed operations policy aggregate \$2,000,000 and general aggregate \$2,000,000.
2. Employer's Liability: \$1,000,000 per accident for bodily injury by accident or disease.
3. Workers' Compensation: Statutory.
4. Auto – 300,000 per occurrence

10.3 **Required Insurance Endorsements** - The City requires the following insurance endorsements:

1. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.
2. WAIVERS OF SUBROGATION - Contractor agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:
 - a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Contractor or the Contractor's employees, agents or Subcontractors; and
 - b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Contractor.

This waiver shall apply to all first-party property, equipment, vehicle and workers compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Contractor agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Contractor further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Contractor's failure to obtain such waivers of subrogation from Contractor's insurers.

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage

in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Contractor's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

10.4 ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

10.5 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

SECTION 11 **NOTICE**

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

FOR CITY:

City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115

With A Copy to:

Jamie A. Cole, Esq.
City Attorney
Weiss Serota Helfman Cole &
Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242
Facsimile: (954) 764-7770

SECTION 12
PUBLIC RECORDS

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

SECTION 13
SCRUTINIZED COMPANY

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 14
AUDIT AND INSPECTION RIGHTS

- 14.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.
- 14.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.
- 14.3 Should an independent review of the methodology used to complete the study reveal inadequate methodologies to have been used which are not consistent with current legal renderings, the selected Proposer agrees to make necessary modifications and conduct any subsequent work necessary to achieve study adequacy and appropriateness at no additional cost to the City.

SECTION 15 **REPORTING**

Contractor shall provide to the City, for the sole and exclusive use of the City of Miramar, a quarterly report identifying: (1) the location each bench in the City; (2) the name of any advertiser posted thereon; (3) the advertising revenue per bench.

SECTION 16 **AGREEMENT, AMENDMENTS AND ASSIGNMENT**

15.1 This Agreement constitutes the entire agreement between Contractor and the City, and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth or incorporated into this Agreement are of no force and effect.

15.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

15.3 Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 17 **NON-DISCRIMINATION**

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

SECTION 18 **GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 19
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 20
SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

SECTION 21
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

SECTION 22
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

SECTION 23
JOINT PREPARATION

Contractor and the City acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 24
COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Contractor, by and through its _____, attested to and duly authorized to execute same.

CITY

ATTEST:

CITY OF MIRAMAR

Denise A. Gibbs, City Clerk

By: _____
Vernon E. Hargray, City Manager

This day ____ of _____, 2019.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:

City Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

CONTRACTOR

WITNESSES:

Print Name: _____

By: _____

Print Name: _____

Date: _____

By: _____

SECTION 5
SUBMITTAL FORM
PROPOSAL COVER SHEET AND SIGNATURE FORM RFP No. 19-08-31 (Pre-Tab1)

PROPOSER'S NAME (Name of firm, entity, or organization):	
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	
NAME AND TITLE OF PROPOSER'S CONTACT PERSON:	
Name:	Title:
MAILING ADDRESS:	
Street Address: _____	
City, State, Zip: _____	
TELEPHONE: (_____) _____	FAX: (_____) _____
PROPOSER'S ORGANIZATION STRUCTURE:	
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (explain): _____	
EMAIL: _____	
IF CORPORATION:	
Date Incorporated/Organized: _____	
State of Incorporation/Organization: _____	
States registered in as foreign Corporation: _____	
PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT IS SOUGHT THROUGH THIS SOLICITATION:	
LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONTRACTORS FOR THIS PROJECT:	
PROPOSER'S AUTHORIZED SIGNATURE:	
The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.	
Signed by: _____	Date: _____
Print name: _____	Title: _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

REFERENCE QUESTIONNAIRE (Tab 4)

Reference For (Proposer's Name): _____

Agency Giving Reference: _____

Contact Person Name: _____

Address: _____

Telephone: _____

E-Mail: _____

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency. If a question should not apply, please indicate that the question is not applicable by writing ("N/A") for that question.

	QUESTION	Satisfactory	Unsatisfactory
1	How would you rate your experience with the firm's ability to provide bus benches to your agency?		
2	How would you rate your experience with the firm's maintenance of the bus benches?		
3	How would you rate the experience of the firm's staff?		
4	How would you rate the timeliness of the firm to pay revenues due?		
5	How would you rate your experience with the firm's marketing strategies?		
6	Would your agency use this firm to provide services again? (Circle One)	YES/ Satisfactory	NO/ Unsatisfactory

Additional Comments: _____

Signature

Title

**FAILURE TO COMPLETE AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

REVENUE PROPOSAL SHEET (Tab 8)

Proposers must indicate a one-time upfront signing bonus, an annual donation to A City engagement initiative and the total proposed revenue from the bus bench advertising and bus shelter advertising. Proposers must also provide the overall percentage of annual gross revenue that will be payable to the City should the percentage of gross revenue be greater than the paid annual revenue.

1. Proposed One-Time Upfront Signing Bonus \$ _____

2. Donation to City's Community Engagement Initiative:

\$ _____ (per month) X 12 = \$ _____ Annually

3.

Description	Estimated Quantity	Proposed Revenue (monthly)	Annual Total (Quantity X Proposed Revenue)
Bus Bench	150		
Bus Shelter	10		
TOTAL			

4. % of Annual Gross Revenue Payable to the City ("Greater Of") _____ %

Taxpayer Identification Number (TIN) _____

PROPOSER: _____
(Company Name)

(Signature)

(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR RESPONSE "NON-RESPONSIVE."**

PROPOSER INFORMATION FORM (Tab 10a)

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed "Non-Responsive."

- (1) How many years has your organization been in business under your present business name? _____ years
- (2) State of Florida occupational license type and number: _____
- (3) County (state county) Business Tax Receipt type and number: _____
- (4) City of Miramar Business Tax Receipt type and number: _____

(A CITY OF MIRAMAR BUSINESS TAX RECEIPT MAY NOT BE
NECESSARY IF THE BUSINESS IS NOT LOCATED WITHIN THE CITY
OF MIRAMAR)

PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

- (5) Describe experience providing Services and or commodities for similar (government) organizations:
- _____
- _____
- _____
- _____
- _____
- (6) Have you ever had a contract terminated (either as a prime contractor or subcontractor) for failure to comply, breach, or default?
- _____ yes _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (Tab 10b)

Please list all subcontractors and suppliers to be used in connection with performance of the Contract (use additional pages, if necessary). The City strongly encourages the participation of Local Businesses and/or CBE or SME Firms. Please specify the category for each subcontractor or supplier.

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (CONTINUED) (Tab 10b)

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

**FAILURE TO COMPLETE AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

DRUG-FREE WORKPLACE AFFIDAVIT (Tab 10c)

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs.

Section 287.087 of the Florida Statutes provides:

287.087 Preference to businesses with drug-free workplace programs. Whenever two (2) or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

ANTI-KICKBACK AFFIDAVIT (Tab 10d)

STATE OF FLORIDA }
 }
COUNTY OF BROWARD }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Miramar, its elected officials, and _____ or its Contractors, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20_____.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

NON-COLLUSIVE AFFIDAVIT (Tab 10e)

State of)
) ss:
County of)

I, _____, the undersigned authority, being first duly sworn, deposes and says that:

- a) He/she is the (Owner, Partner, Officer, Representative or Agent) of _____, the Proposer that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Service; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Services;
- e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10e)

Signed, sealed and delivered
in the presence of:

Witness

By: _____

Witness

(Printed Name)

(Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10e)

ACKNOWLEDGMENT

State of)
) ss:
County of)

BEFORE ME, the undersigned authority, personally appeared _____, to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that he/she executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this _____ day of _____ ,
20____.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

NON-DISCRIMINATION AFFIDAVIT (Tab 10f)

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

BUSINESS/VENDOR PROFILE SURVEY (Tab 10g)

Name of Business: _____

Address: _____

Phone No.: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- ☐ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

Business is claiming the CBE/SBE Preference; YES _____ NO _____

Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

Business is claiming local Business Preference YES _____ NO _____
(Choose below as applicable)

- ☐ **Businesses Employing Miramar Residents** - Business is located outside of the City of Miramar City limits and employs a minimum of 10 full time equivalent ("FTE") Miramar residents, or Miramar residents constitute 20 % of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger.

Business Employing Miramar Residents Affidavit MUST be submitted with RFP Response.

- ☐ Business is domiciled within the City of Miramar city limits, complies with all City of Miramar licensing requirements and is current on all taxes.

Please attach a copy of a current Miramar Business Tax Receipt to this form.

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

BUSINESS EMPLOYING MIRAMAR RESIDENTS AFFIDAVIT

The completed and signed form must be returned with the Vendor's submittal if the Vendor is claiming the Business Employing Miramar Residents preference.

Vendor: _____

Address: _____

Telephone Number: _____ E-Mail Address: _____

Solicitation No. and Title: _____

By signing below, I hereby certify that Vendor has _____ employees (in the company's local workforce Broward and Miami-Dade Counties), of which _____ are full time equivalent Miramar residents.

Signature

Title

Date

SWORN TO AND SUBSCRIBED BEFORE ME this ____ day of ____, 20__

STATE OF _____

COUNTY OF _____

Notary Public (Sign name of Notary Public)

My commission expires: _____ (SEAL)

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

Exceptions and Deviations Form (Tab 10h)

Contract Terms and Conditions Exception

Proposers must identify clause by number and name and specify Exception. **Exceptions must be fully explained using a chart in the form of the chart set forth on the bottom portion of this page.** The City reserves the right to reject any Proposal for noncompliance with one (1) or more of the requirements.

CLAUSE NUMBER	CLAUSE TITLE	EXCEPTION

Proposer's Signature

**FAILURE TO SUBMIT ALL INFORMATION RESPONSIVE TO THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

The logo for MGC is displayed within a white rectangular box. It features the letters "MGC" in a bold, serif font. The "M" and "C" are white with a yellow outline, while the "G" is solid yellow. The entire logo is set against a dark green rectangular background.

MGC

MGC

150 NW 70th Avenue
Plantation, FL 33317
(954) 931-9243

Bus Bench & Shelter
Advertising RFP No. 19-08-31
October 8, 2019 at 2:00 PM



Tab 1

Executive Summary

**SECTION 5
SUBMITTAL FORM
PROPOSAL COVER SHEET AND SIGNATURE FORM RFP No. 19-08-31 (Pre-Tab1)**

PROPOSER'S NAME (Name of firm, entity, or organization):		MGC, LLC
FEDERAL EMPLOYER IDENTIFICATION NUMBER:		26-2639625
NAME AND TITLE OF PROPOSER'S CONTACT PERSON:		
Name: <u>Alison Oliver</u>		Title: <u>VP & General Manager</u>
MAILING ADDRESS:		
Street Address: <u>150 NW 70th Avenue</u>		
City, State, Zip: <u>Plantation, FL 33317</u>		
TELEPHONE:		FAX:
<u>(954) 931-9243</u>		<u>(954) 587-0009</u>
PROPOSER'S ORGANIZATION STRUCTURE:		EMAIL: <u>alison@ammi.net</u>
<input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input checked="" type="checkbox"/> Other (LLC)		
IF CORPORATION:		
Date Incorporated/Organized: <u>April 14, 2008</u>		
State of Incorporation/Organization: <u>Florida</u>		
States registered in as foreign Corporation: <u>N/A</u>		
PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT IS SOUGHT THROUGH THIS SOLICITATION:		
Gold Coast provides municipalities with advertising bus benches and shelters (along with other street furniture amenities), cleans and maintains those benches and shelters throughout the duration of the contract, then manages the sales of the advertising to generate revenue for the municipality.		
LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONTRACTORS FOR THIS PROJECT:		
<u>UltraPlay Manufacturing, Mauun Inc., DVS Design, and R&D Printing</u>		
PROPOSER'S AUTHORIZED SIGNATURE:		
The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.		
Signed by: _____		Date: <u>October 5, 2019</u>
Print name: <u>Alison Oliver</u>		Title: <u>VP and General Manager</u>

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

Section 1: Executive Summary

Martin Gold Coast and Affiliates (MGC) is pleased to respond to the City of Miramar's Request for Proposal (RFP) in document. We employ 15 residents of Broward County in our MGC office. MGC has franchises with 17 municipalities Florida for the operation of the municipal bus bench and bus shelter advertising programs, and has installed and managed more modern steel benches than any other operator of its kind in the United States. Our list of municipalities notably includes: Fort Lauderdale, Hollywood, Pembroke Pines, Hallandale Beach, Davie, Dania Beach, Tamarac, Oakland Park, Margate, Pembroke Park, and Wilton Manors. When combined, MGC has a total of over 1,400 Broward County street furniture amenities that are serviced and maintained by our personnel. MGC also has affiliates who operate in Miami-Dade County and other areas, which serves to assist our efforts in national sales.

MGC has a valid license to do business in the State of Florida (#L08000037461), and has been business in Broward County for more than 25 years. MGC has operated out of its Plantation office for the last 11½ years. Hence, MGC meets the Minimum Qualifications outlined in the City of Miramar's RFP.



Our company is well known for our high maintenance and operational standards, as well as our financial strength and stability. Importantly, the key personnel who make up our organization remain consistent over the long term - our partners, owners and managers have worked together for more than a decade. MGC's management team has extensive experience in dealing with contractual and service issues common to local municipal commercial environments. To implement these services, we have assembled a team of superior managers and staff members. Most of our team has worked together for over a decade.

MGC's principals are intimately involved in the day-to-day operations in each municipality, which allows for a level of focus that the City of Miramar can only receive from our company. We invite a close examination of our service history, as we believe it will disclose our vision, competence, investment in the communities where we operate, and our commitment to excellence. MGC is eager to bring its experience and expertise to the City of Miramar as one of the industry's most recognized authority in bus bench placement, maintenance, operations and advertising sales. Our proposal summarizes our experience in successfully conducting virtually identical operations in other municipalities, and clearly demonstrates our company's capabilities to service the locational bus shelter and bus bench program needs of the City of Miramar at a superior level.

As you'll see throughout our RFP Response, our bus benches, bus shelters, and other street furniture amenities, will all meet the standards set by the Americans with Disabilities Act, along with all the supplementary Florida Statutes and Codes, and the City of Miramar City Code. Our street furniture amenities will be installed safely and swiftly, and will be maintained at the highest possible standards. Finally, our proposed revenue sharing with the City of Miramar will be second-to-none. Thank you for considering MGC.

Tab 2

Experience and Expertise

Section 2: Experience and Expertise

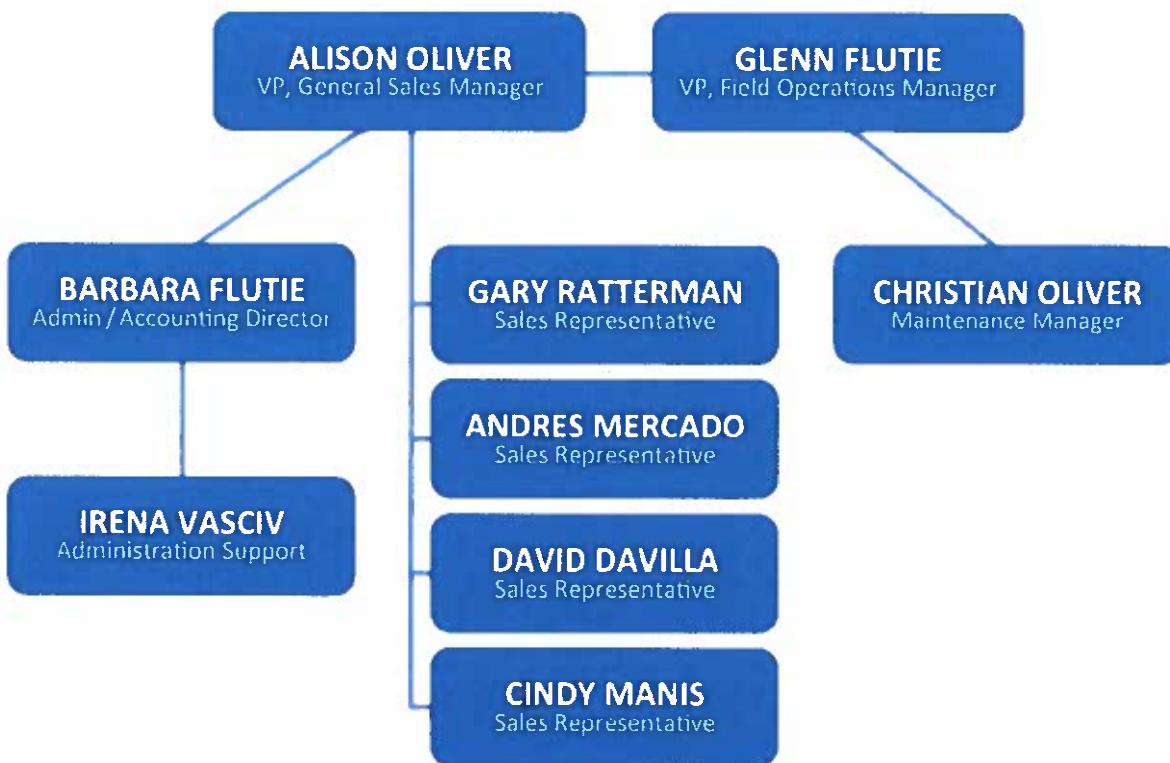
MGC is a locally based firm, specializing in bus bench, bus shelter, and all other forms of street furniture amenities. Our installation and maintenance team is more experienced than any other firm, and our advertising sales team keeps our inventory at the highest possible level of occupancy. This success is based on continuous training and development, and long-term experience in the marketplace. Our strategy is to focus primarily on local sales, with the benefit of our national sales expertise ensuring these occupancy levels and rates remain at the highest level possible.

Our Broward County Office is where 15 of our employees are based, at which MGC has been in business for 11½ years. The administration of this contract will be primarily serviced at this office, which is in the City of Plantation, Florida.

While we have all the advantages of being a nimble, locally based company with a proficiency in South Florida municipalities, also have the benefit of being associated with InSite Street Media (one of our affiliates). InSite operates street furniture assets (shelters, benches, and transit buses) in over 75 different communities throughout the country. With the community expertise of a locally based company, combined with the financial strength of a national street furniture vendor, MGC has all the tools necessary to successfully handle the City of Miramar's bus bench and shelter needs.

Organization Chart:

The organization chart depicted below lists personnel that will be responsible for all aspects of the City of Miramar bus bench and bus shelter maintenance and advertising program.



Assignments and Executive Management Team:

Alison Oliver, Irena Vasciv, and Cindy Manis will be assigned to this Project on a full-time basis. Glenn Flutie, Christian Oliver, Gary Ratterman, Andres Mercado and David Davilla will be assigned to this Project on a part-time basis.

ALISON OLIVER

Vice-President and General Sales Manager

Alison Oliver's career in media began in the United Kingdom as sales specialist for early commercial radio development. Over the past 30 years she has gained experience in all forms of media including: print, television, radio, and out-of-home. With over a quarter-century of out-of-home experience in Broward, Dade, Palm Beach and Orlando, Ms. Oliver knows the industry backwards-and-forwards.

Ms. Oliver began to take over the management of various Florida-based bus bench companies in early 2007. From there, she joined MGC, where she guarantees efficiency and continuity for cities and clients alike. Her team currently generates combined sales of \$200,000 monthly. Ms. Oliver would be Miramar's primary day-to-day contact if MGC were awarded the city's street furniture project.

RANDALL SMITH

Chief Executive Officer

Randy Smith is a cum laude graduate of Harvard University where he majored in economics. He is currently involved in the overall strategic management of MGC and leads the Executive Committee. Mr. Smith has been involved in the Street Furniture/Outdoor Advertising business for 20 years.

Prior to his current industry focus, Mr. Smith served as CEO of TeleCom Towers, LLC, which was an owner/operator of communications towers and facilities that was merged with American Tower Corporation (NYSE) in 1999. Mr. Smith works full-time to implementing MGC's vision of expanding and elevating the quality of the bus shelter and bus bench advertising industry in key municipalities.

GLENN FLUTIE

Vice-President and Field Operations Manager

Since 1984, Mr. Flutie has provided and managed street furniture programs in numerous markets, and during this period he has overseen the installation of more than 8,500 bus benches and 300 bus shelters. Mr. Flutie has a broad knowledge of ADA requirements, as well as general installation expertise, and is known for his ability to install and maintain benches in a safe and timely manner. His experience includes the supervision of the installation of the street furniture in Atlanta in 1996 in time for that year's Olympics, and he personally marketed and supervised the installation of all 6,000 benches in the City of Los Angeles, in less than a two-year time period.

Mr. Flutie has an incredible amount of knowledge and unique understanding of the federal, state and local regulations pertaining to Miramar's bus shelters, and has a strong relationship with our street furniture-manufacturing partners. Mr. Flutie will remain in Miramar until such time as the new street furniture installations are completed and the maintenance program is running efficiently.

Dedicated Sales Force:

In addition to our local sales team, MGC has a national sales team that currently sells advertising space for all of our offices, including our Broward County operations. MGC has one of the most experienced and knowledgeable sales teams in the Country. But, our key to success lies in our approach to our dedicated, heavy, local sales effort.

MGC develops its own in-house team to function as the local sales force in the markets it serves, and is thereby able to represent our advertisers' programs, and as previously mentioned, achieve the highest revenue generation possible. Our sales force will be focused on selling the assets of this franchise and their efforts will not be diluted with sales of other traditional outdoor assets such as billboards. By combining the efforts of an experienced local sales team with the company's strong national sales staff, we will maximize revenues. In selling advertising space, MGC always seeks to strike a balance between local, regional and national advertisers in the market.

Subcontractors:

MAUUN, INC.

Mauun, Inc. is highly experienced in all aspects of street furniture maintenance, refurbishment, installation and repair. The owner and operator of Mauun, Inc. has worked together with MGC's maintenance team since 2007; and he runs his business, along with several members of his family, many whom have resided in Miramar for several years. For the purposes of this RFP, Mauun, Inc. would also be responsible for the quarterly power washing. Mauun is fully licensed and insured.

DVS DESIGN

Small business operation Damon Schooley has been in business locally for the past 12 years. He has worked with us since the mid-2000s, and handles all aspects of our clients' design and artwork. Bus bench advertising requires a unique approach to ensure the most positive results. Damon coordinates directly with our advertisers, and is considered an expert in this arena.

R&D PRINTING

Over the last 15 years, David Davilla, who is a small local business owner, has been the exclusive provider of MGC's bus bench and shelter posters.



Legal Challenges:

MGC has not experienced a single legal challenges within the last five years.

Reference Questionnaires:

Please find MGC's six Reference Questionnaires completed and signed by municipalities comparable in both size and nature to the City of Miramar in Section 4 of this RFP Response.

2016, 2017 and 2018 Corporate Tax returns appear on following pages:

Tab 3

Resources and
Methodology

Section 3: Resources and Methodology

Overview of Benches/Shelters Installation:

MGC assumes all responsibility for all costs and expenses associated in any way with the installation of the bus benches, bus shelters, and other street furniture amenities required to fulfill contract obligations with the City of Miramar. MGC will work with the City of Miramar to identify any appropriate bus stop locations where a new bench would be feasible.

Each bench and/or shelter will be constructed to conform to the common design reviewed and approved by the City. MGC will submit plans to the City at least 30 days prior to installation of new benches/shelters.



MGC has an established track record in contracts with other jurisdictions of complying with any State, Federal and City requirements and regulations and bearing the cost of all fees and permits necessary. MGC will install each bus bench and/or shelter to comply with the requirements of the Americans with Disabilities Act (ADA) and all other applicable government rules and regulations.

The furniture will be fabricated of the high quality, durable and vandal-resistant and graffiti-resistant materials. Elsewhere in this “Resources and Methodology” section, MGC supplies renderings and photographs of various proposed bus bench styles and colors. The final bench design will of course be subject to city approval.

Hours and Days of Service:

MGC’s crews, including the activities of installation, maintenance, repair, relocation and removal work, will adhere to the City of Miramar’s schedule of work to be conducted Monday through Friday, with no work to occur during the City’s observed holidays or within the peak traffic hours. MGC will adhere to Miramar’s requested hours of operation, unless the work is of an emergency nature and otherwise approved by the City’s Project Administrator. MGC will perform installation work in accordance with the Uniform Building Code. All street disruption work will follow the Work Area Traffic Control Handbook (W.A.T.C.H.) guidelines.

Storage Facilities:

Well-established with its current bus bench advertising program in various nearby municipalities, MGC has in place now and will maintain for the duration of a contract with the City of Miramar adequate secured storage area for the service and support vehicles, tools, equipment, removed Advertising Shelters and Benches, and any auxiliary parts. At its sole cost, MGC will continue to have its own storage facilities for the necessary number of benches and shelters, as well as related equipment and tools, to ensure prompt repair or replacement of any damaged units.

License, Permits, and Inspections:

If awarded the contract, MGC will maintain at all times during a contract with the City of Miramar an active and valid city business license and any required permits and licenses from all applicable jurisdictions, including any associated costs and fees. MGC will construct each bus bench and shelter, and the placement of bus benches will comply with the requirements of the Americans with Disabilities Act (ADA) and all other applicable government rules and regulations.

Safety:

MGC will at all times comply with Federal, State and City ordinances and regulations which in any manner affect its employees in the work, the materials used in the work, or in any way affect the conduct or performance of the work of installing, maintaining and repairing the bus benches and shelters. MGC will comply with all laws during the Contract term, including but not limited to:

- **Americans with Disabilities Act of 1990 and its Accessibility Guidelines**
MGC's bus benches meet the requirement of the ADA Act of 1990, as well as adopted and revised seating requirement of the 2010 Standards for Accessible Design.
- **Florida Statutes Section 337.408**
MGC will comply with the regulation of bus stops, benches, transit shelters, street light poles, waste disposal receptacles, and modular news racks within rights-of-way.
- **Part I of Ch. 14-20 of the Florida Administrative Code**
MGC will comply with all guidelines in the Florida Administrative Code pertaining to the private use of right of way, placement of shelters, placement of benches, public transit bus stops, and general use permits.
- **The Florida Building Code and all Applicable Building Codes**
MGC will comply with all guidelines in the Florida Building Code, which governs the design, construction, erection, alteration, modification, repair, and demolition of public and private buildings, structures, and facilities in the state.
- **City of Miramar City Code, Governing Activities within Public Right-of-Way**
MGC will comply with the regulation set forth in Miramar's City Code, especially the governing activities within public right-of-way (Chapter 23 - Streets & Sidewalks).
- **Manual on Uniform Traffic Control Devices**
Our work crews will adhere to all provisions of the Manual on Uniform Traffic Control Devices guidelines in order to assure the safety of its maintenance staff as well as that of the public and transit users.
- **National Pollutant Discharge Elimination System Permits**
MGC will implement and maintain the required BMPs and not allow any liquid, dirt, debris, or trash derived from its operations under this bus bench and shelter program to be

deposited into any drain vaults, catch basins, street gutters, or storm drain systems in violation of the National Pollutant Discharge Elimination System Permit.

MGC and its employees/agents will observe all applicable Florida Occupational Safety and Health Administration requirements, as well as all Federal, State and City safety requirements under the bus bench program. Any work crews when entering construction areas will wear hard hats.

Public Convenience and Safety:

Striving to minimize public inconvenience, MGC will provide a work plan or operation plan subject for review and approval by the City's Project Administrator. MGC will consider the access right of the public in the streets during its installation, maintenance and repair work on street furniture. All safety precautions will be undertaken to protect the public and the workers.

Installation Arrival & Safety Measures:

When approximately 200 feet away from the site, the driver will turn on his or her hazard lights and overhead yellow caution lights. Upon reaching the site, the driver will look into the mirrors to assure the traffic is clear before exiting the pick-up truck. Once out of the truck, red cones will be placed in front of and alongside of the truck, as well as behind the trailer. This safety precaution is done prior to starting any work on removal and installation of bus benches or shelters. (It should be noted that the overhead yellow caution lights remain turned on while the crew performs all work at the site.) The crewmembers do not commence the proposed work until all conditions are safe for the workers as well as the public and transit users. If there are any pedestrians present at the site, our crewmembers will always explain who they are and what they are there to do. If any pedestrian is not willing to move off to the side and safely removed from the work crew's anticipated activity, then our truck will move on to the next site and return at a later time. Once the site is clear, our crew will proceed to do their jobs. Before the work is started, red cones will always be placed at each end of the construction site. All of our installation vehicles are equipped with a sign on the rear of the vehicle reading: "CAUTION."



MGC's work crews, in all matters pertaining to installation and maintenance of benches, shelters, and other street furniture amenities, will adhere to the City of Miramar's hours and days of service.

Street Furniture Installation Work:

Upon arrival, the safety measures outlined in the previous section will be followed and the crew will safely arrive and clear the site. Once the site is clear, our crew will proceed to do their jobs. Before the work is started, red cones will always be placed at each end of the construction site. The crew

will then set their bus shelter and bench template at the marks to re-check the Field Survey measurements as a quality control measure. MGC will observe the setback and placement



requirements listed in all Federal, State and City ordinances. Then, using a hammer drill, the crew will drill the necessary holes into the concrete pad or sidewalk. The anchoring design standards call for $\frac{3}{8}$ " diameter x 3" long red head Trubolt+ wedge carbon steel mechanical anchors on the bus benches, and a $\frac{1}{2}$ " diameter x $3\frac{3}{4}$ " long Hilti Kwik Bolt TZ for the shelters. These respective bolts will be hammered into place using the drilled hole. The crew will then set the bench on the bolts, thread-lock will then be applied to the bolts, and then the nuts will be tightened to complete the process. The thread-lock is used to keep the nuts from being removed without a heat gun, thus preventing any theft of installed benches.

Upon completion of the street furniture installation, a shop-vac is used to collect all the concrete dust created by the drilling. The crew will take great care to ensure that dust and debris is not diverted to any storm drains. The street furniture is then wiped down thoroughly, a barcode and maintenance stickers are applied. The barcode is then scanned so that the site is uploaded into our inventory management system for proper record keeping. Finally, the unit is inspected by the lead crewmember. At that point, the crew returns to the work vehicle, shuts off safety and strobe lights, and proceeds to the next site for installation of benches following the above-described procedure. After each site installation, the Field Supervisor revisits the site on a follow-up final inspection of the furniture to ensure the installation is proper, secure, and in complete regulatory compliance.

Acknowledgement of Design and Construction Requirements:

MGC acknowledges that all bus benches, bus shelters, and all other street furniture must comply with all federal, state, and local laws and regulations (collectively, "Legal Requirements"), including:

- *Americans with Disabilities Act of 1990 and its Accessibility Guidelines*
- *Florida Statutes Section 337.408*
- *Part I of Ch. 14-20 of the Florida Administrative Code*
- *The Florida Building Code and all Applicable Building Codes*
- *City of Miramar City Code, Governing Activities within Public Right-of-Way*
- *Manual on Uniform Traffic Control Devices*
- *National Pollutant Discharge Elimination System Permits*

MGC acknowledges that all street furniture must include a display of our name and business telephone number, displayed in a visible location, in an area not to exceed 12 square inches.

MGC acknowledges that the specific configuration, and location of every shelter and shelter pad will be subject to prior written approval by the City, based on the design and construction standards established in the Contract.

MGC acknowledges that all bus benches, pads, and shelters found not to be in compliance with all applicable laws and rules will be removed immediately by MGC, at no cost to the City. MGC acknowledges that any failure to remove such non-compliant bus benches or shelters will result in removal by the City and the cost shall be reimbursable to Miramar by MGC. MGC will certify compliance of all bus benches, pads, and shelters with the all applicable laws and rules annually.

Maintenance & General Cleaning Overview:

Per the RFP's Scope of Services and "Draft Agreement", MGC will maintain, repair, clean and service the bus benches and shelters to the City's satisfaction. All maintenance work and corrective actions shall be performed at the sole cost and expense of MGC. We will maintain the bus benches and shelters and immediate surrounding areas, in a neat, attractive, safe and sanitary condition at all times during the term of the Agreement, or any extension thereof.



We are solely responsible for providing the personnel, equipment and materials needed to ensure that all bus benches and shelters are properly installed and maintained. Each bus bench and shelter shall be cleaned twice per week and power-washed at least four times per year to ensure that the unit complies with Miramar's standards. Notwithstanding the foregoing, where the required maintenance is not sufficient, we are willing to increase the frequency of maintenance as required by City of Miramar.

Acknowledgement of Bus Bench and Bus Shelter Maintenance Requirements:

MGC acknowledges that each bus bench, bus shelter, and other street furniture amenities, must be maintained by the MGC in a safe condition at all times, and will be regularly inspected by our Field Supervisor to identify benches and shelters requiring maintenance and/or repair.

MGC acknowledges that each bus bench and bus shelter will be kept in a neat, clean, usable condition at all times. MGC will maintain the bench pads and bus shelters at least twice weekly, including sweeping, cleaning, removal of litter and debris around each bench or shelter, weed eating around concrete pads, benches, shelters, and deco litter cans, replacement of any deco inserts or liners either damaged or missing, repair of damages benches, shelters, or trash containers, and maintaining the benches and shelters free from graffiti, litter, and debris. The frequency of maintenance and cleaning will be increased at a cost to the Contractor, if in the sole opinion on the City, it is deemed to be insufficient.

MGC acknowledges that we shall power-wash the sidewalks in and around each bench, shelter, and other street furniture amenities, quarterly, or as needed to maintain a like-new condition.

MGC acknowledges that the bus bench and bus shelter concrete pad and access to streets and sidewalks will be kept free of weeds and debris, such that the bench and shelter is reasonably accessible at all times, as determined by the City. MGC, at its sole expense, will maintain a three-

foot area around the bench, shelter, and other street furniture amenities, on a scheduled basis, as approved by the City. Maintenance includes litter removal from any area surrounding the furniture.

MGC acknowledges that we shall replace and repair any and all damaged or defaced benches or shelters or individual bench or shelter components within 24 hours after the City of Miramar provides notification of such damage or defacement. If such damage or defacement renders the bench or shelter dangerous, MGC will make the bench or shelter safe within four hours and will affect a permanent repair within a mutually agreed upon schedule.

MGC acknowledges that in regards to the removal of bus benches and shelters: if, upon the



revocation or expiration of the Contract, MGC fails promptly to remove a bench, shelter, and/or concrete foundation pad and restore the site to match existing conditions and be compatible with the adjacent property, the City may do so 10 days after giving MGC written notice, and if MGC fails to pay the cost of removal and storage of the bench and shelter within a period of 60 days after the giving of such notice, the MGC's rights in said bus bench, bus shelter, and other street furniture amenities will be forfeited. MGC

acknowledges that such forfeiture will not excuse us from the payment of the cost of removal and storage of the furniture, removal of the pad and storage if applicable, and restoration of the site.

Frequency:

MGC will visit each site two times per week for standard maintenance to keep the shelters and benches in "like new" condition. Our operations center is able to dispatch "hot spot" crews to deal with locations demanding more service. "Hot spots" are bus stops that need more attention than usual to maintenance in order to be sustained at acceptable levels of cleanliness, and as a result, these locations will receive extra attention by site visits more frequent than twice per week.

Acknowledgement of Bus Benches Design and Construction Standards:

MGC acknowledges that benches will comply with the following additional requirements:

- The bench will not be more than 24 inches in height, 28 inches in depth, and 74 inches in length in accordance with Florida Administrative Code (FAC).
- The bench will be constructed to discourage opportunities for sleeping or reclining.
- The bench will not have any illumination device, either incorporated into the bench or directed upon the bench, excluding publicly owned streetlights or other existing lights.
- Advertising spaces will be limited to the front surface of the backrest of bus benches. The area of each advertising space may not exceed 12 square feet. Advertising signage will be constructed of durable, weather-resistance materials, using coatings that withstand environmental elements for the duration of the ad placement.

- Benches will be secured on a concrete pad, which will be installed according to City guidelines.
- Benches will be constructed of durable, weather resistant, low maintenance materials, and designed to minimize the possibility of tipping over.

Acknowledgement of Bus Shelter Design and Construction Standards:

MGC acknowledges that bus shelters will be constructed to conform to the *"Accessing Transit: Design Handbook for Florida Bus Passenger Facilities Version III – Interim Updates Since 2013 Publication, April 2017"* and any updates issued during the term of the contract.

MGC acknowledges that all bus shelters must meet or exceed hurricane wind resistance building code requirements.

MGC acknowledges that we will pay all maintained electrical expenses and service costs incurred by the use of any electrical lighting in any bus shelter. Light sources will be shielded and not be directly visible from adjacent vehicles, streets, or nearby buildings. Lighting will not interfere with the night vision of drivers and neon tubing must not be exposed. The Contractor will make all necessary arrangements with utility companies for the provision of service.

Acknowledgement of Location of Benches and Shelters:

MGC acknowledges that the City anticipates up to 150 benches and at least 10 shelters to be placed in locations approved in writing by Miramar. The City Manager or his designee has the exclusive right to amend the designated number of benches and shelters as deemed necessary.



MGC acknowledges that all bus benches, shelters, and other street furniture amenities will be located in the public right of way on roadways that are used as bus routes by City of Miramar buses, and at locations where a bus would stop to pick up passengers. All bus bench and bus shelter locations are subject to prior approved by the City.

MGC acknowledges that any bus bench, bus shelter, and other street furniture amenities may be relocated by the MGC in conformance with the requirements of the Contract, provided that prior to relocating the bench or shelter the MGC provides to the City a revised location map and the City provides written approval of the revision. MGC will remove the concrete pad from the prior location and restore the site to match existing conditions to be compatible with adjacent properties.

MGC acknowledges that bus benches and bus shelters will be located parallel to the adjacent road.

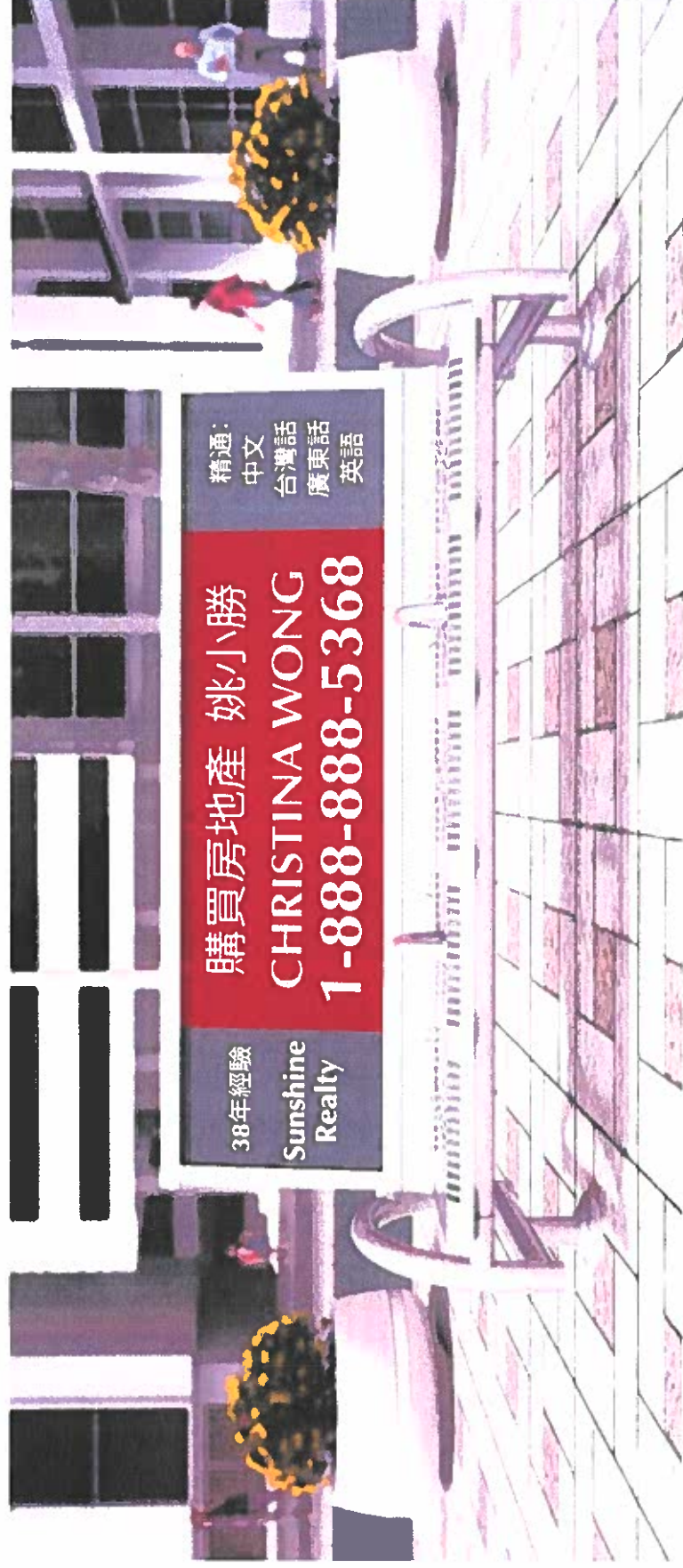
Proposed Bus Bench Designs:

Please see the following 9 pages to view MGC's proposed bus bench concepts. All benches will be constructed to meet Miramar's Bus Benches Design and Construction Standards, along with the Florida Administrative Code (FAC) and all ADA Guidelines.

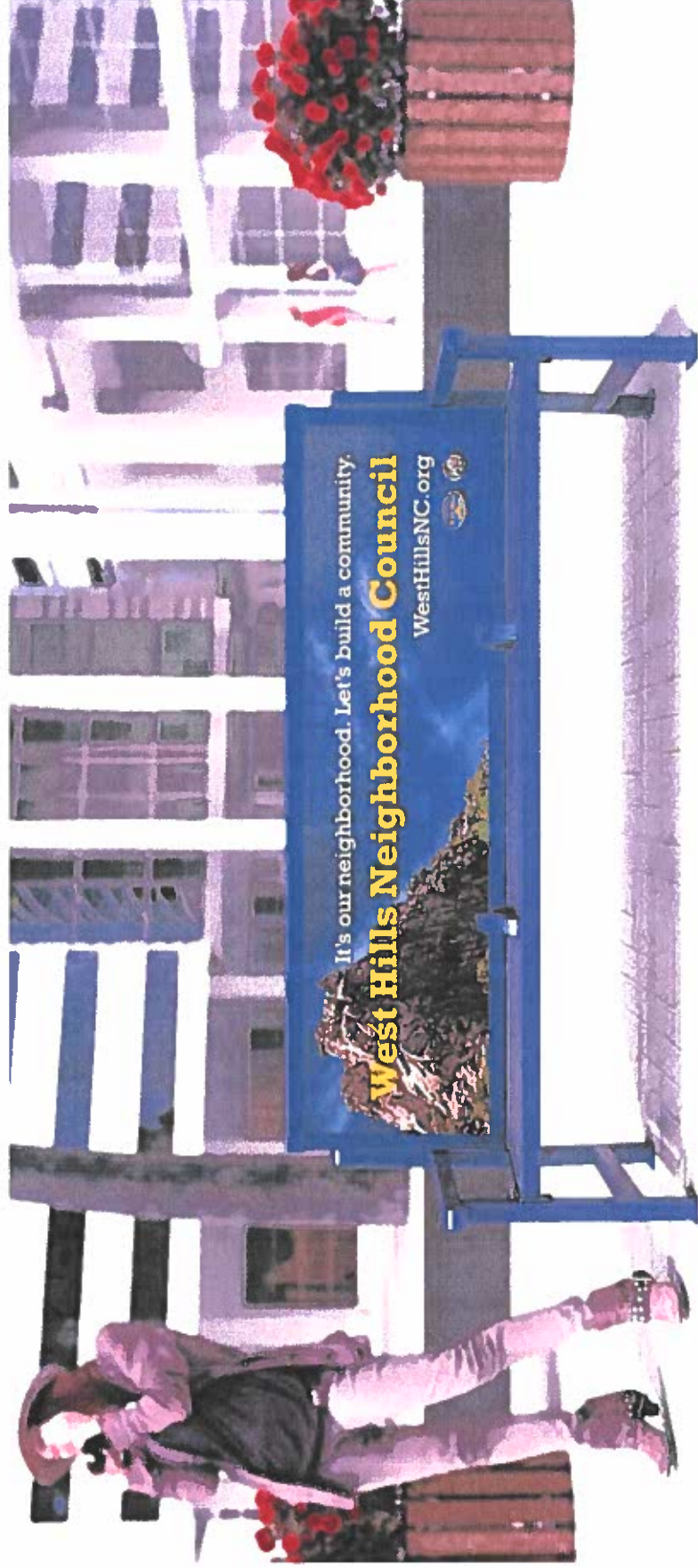
Bus Bench Option #1: Standard Half-Arm Bench



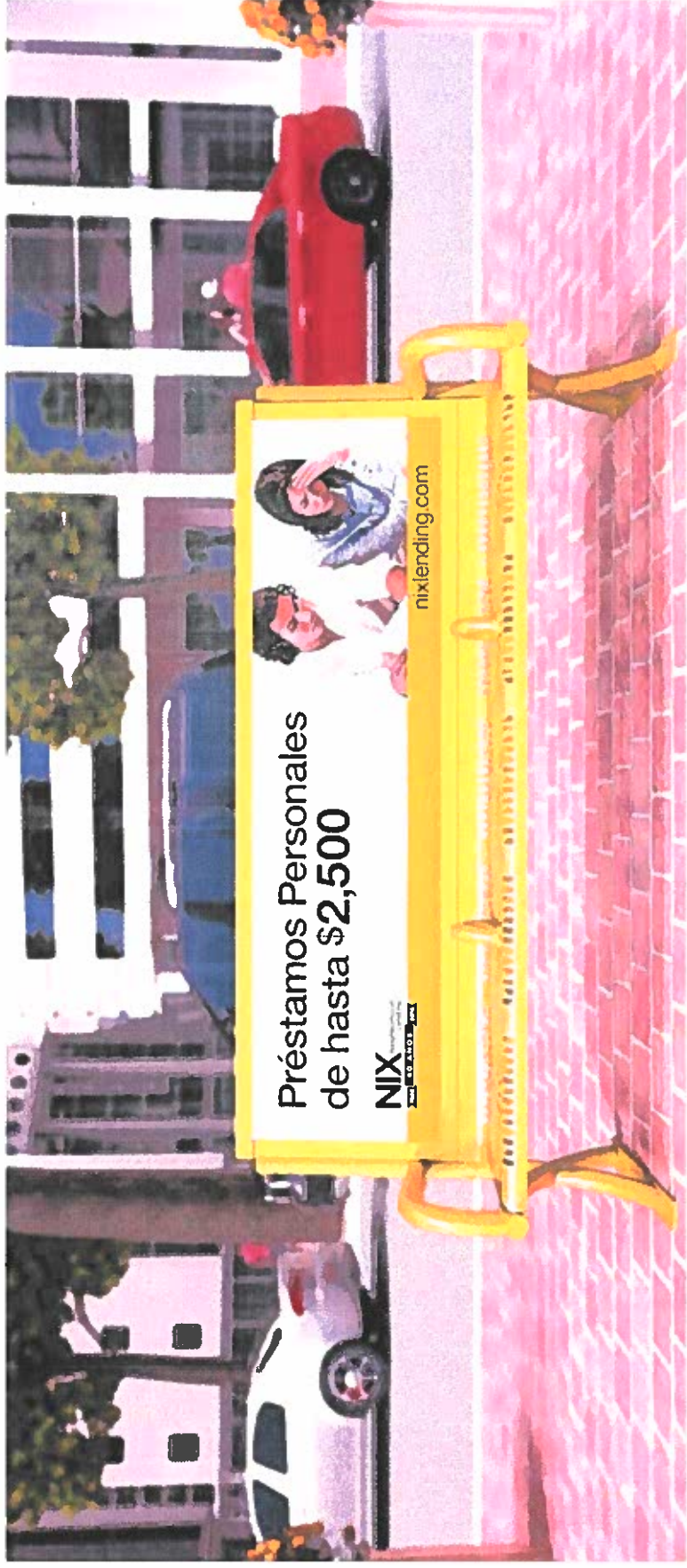
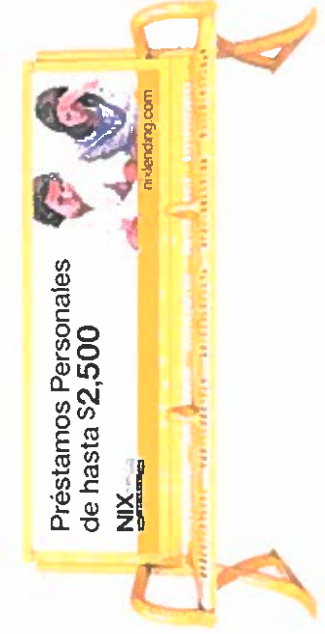
Bus Bench Option #2: Standard Full-Arm Bench



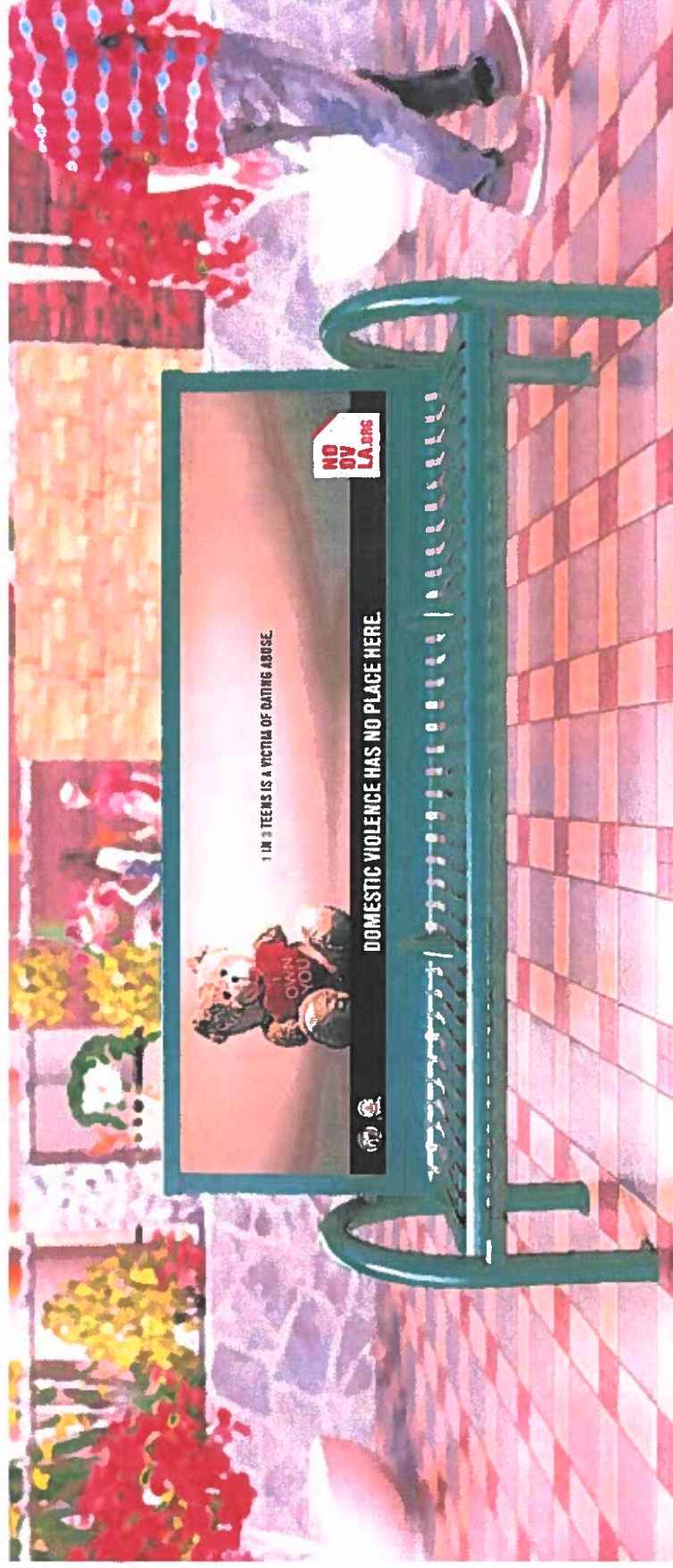
Bus Bench Option #3: Square Classic Bench



Bus Bench Option #4: Coastal Bench



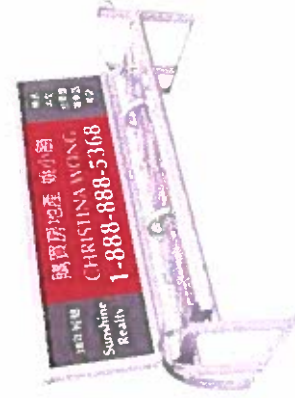
Bus Bench Option #5: Deco Bench



Bus Bench Option #6: Boardwalk Bench



Bus Bench Option #7: Carousel Bench



MGC Bus Benches: Color Options

ULTRACOAT®

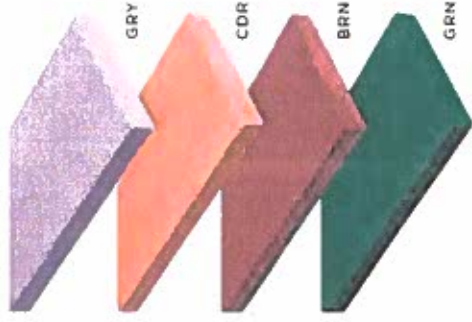
THERMOPLASTIC COLORS



STANDARD POWDER COAT COLORS



RECYCLED PLANKS



- 2" x 10", 2" x 4", 3" x 4", and 4" x 4" sizes
- Rounded edges
- 100% recycled plastic with color
- Ask about custom color options

WHITE

PREMIUM

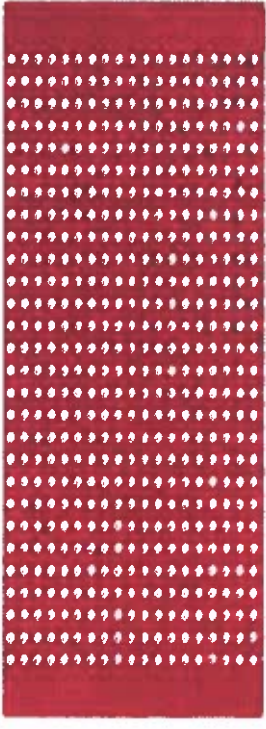
POWDER COAT COLORS



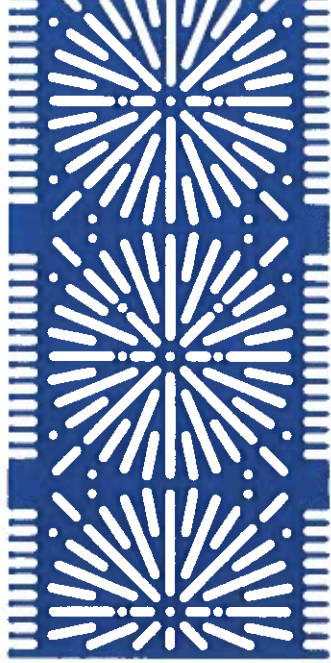
MGC Bus Benches: Seat Plank Design Options



Fiesta



Perforated



Sunburst



Wave



Slat

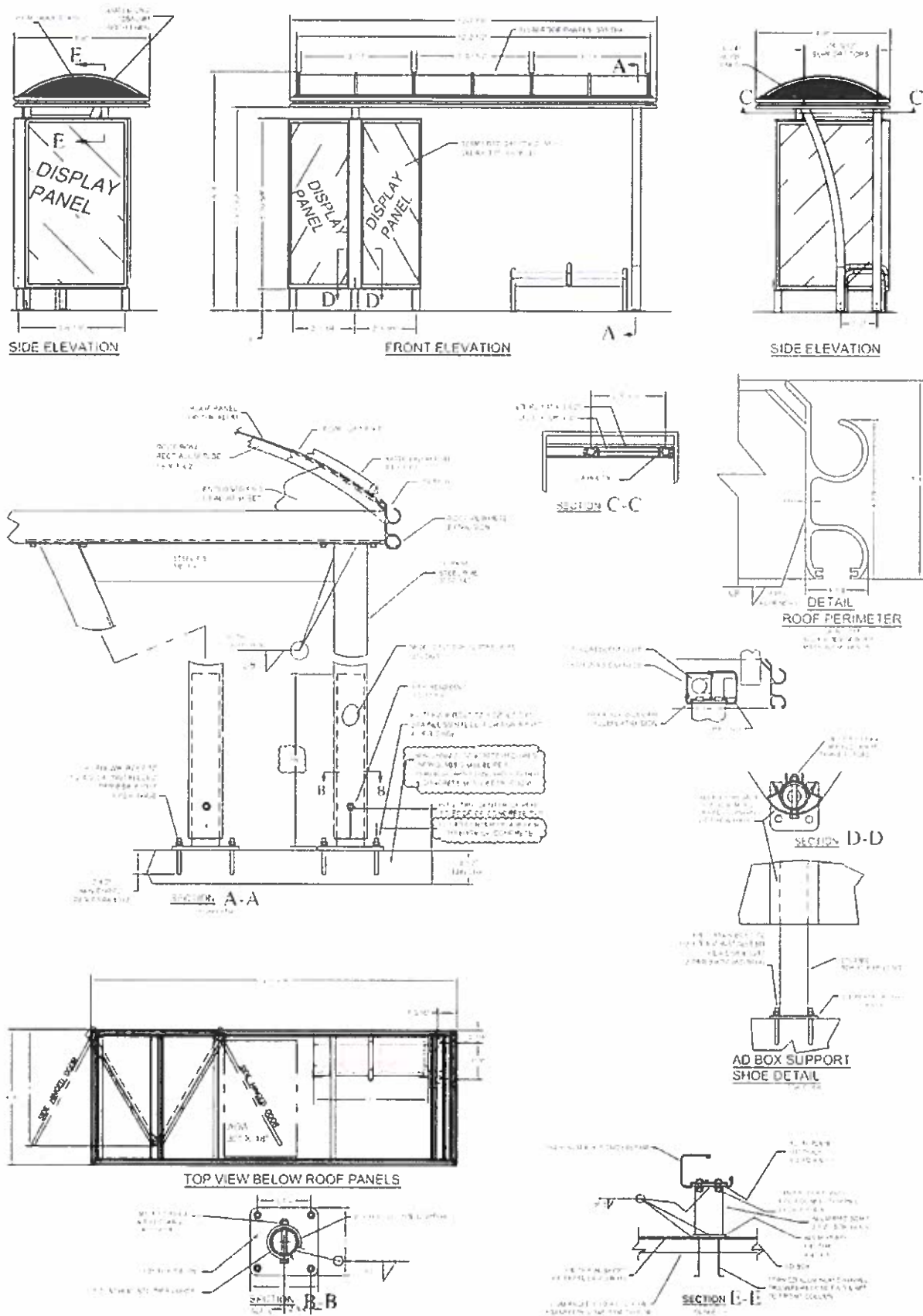
Proposed Bus Shelter Design:

Please see the following 2 pages to view MGC's proposed bus shelter concept. All shelters will be constructed to meet Miramar's Bus Benches Design and Construction Standards, along with the Florida Administrative Code (FAC) and all ADA Guidelines.



These beautiful and energy-efficient 13-foot Traditional Bus Shelters come with a radius roof that incorporates solar power for the display kiosk. The two-door media display kiosk and the corresponding 5-foot bench with enhanced anti-vagrant bars will look beautiful on the streets of Miramar. These Traditional Bus Shelters can be painted any color, and thus can be created to match the same pallet that Miramar selects for its bus benches. The rooflines and style is a nice ensemble for Miramar's streetscape.

The Traditional Bus Shelter is constructed with durable materials and quality engineering, thus resulting in the highest structural integrity. The powder-coating process withstands high-pressure cleaning, graffiti removal solvents and the long-term impact of salt, sun and other extreme weather conditions that beach cities such as Miramar need to keep in mind. Key components of the Traditional Bus Shelter diagrams can be viewed on the following page. (The corresponding ad size is 48" wide x 69" high.)



Extra Revenue Potential!

Although the concept of freestanding digital kiosks is not referenced in the bid, MGC believes there is an opportunity to provide additional revenue through these potential installations, similar to the following designs. Over and above the proposed revenue structure, MGC will offer an annual fee of \$950.00 per digital unit/kiosk installed.



Please note that the above photos are only examples of possible designs. MGC does not own the rights to these styles. We are working with our own manufacturer and developing a unique concept. Since our concept is proprietary at this time, we will provide details should MGC be awarded this agreement with the City of Miramar.

Tab 4

References Checks
with Other Clients

REFERENCE QUESTIONNAIRE (Tab 4)

Reference For (Proposer's Name): Gold Coast Group / Alison Oliver

Agency Giving Reference: City of Margate

Contact Person Name: Mark E. Collins

Address: 102 N. Rock Island Road

Telephone: 954-972-8126

E-Mail: mcollins@margatefl.com

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency. If a question should not apply, please indicate that the question is not applicable by writing ("N/A") for that question.

	QUESTION	Satisfactory	Unsatisfactory
1	How would you rate your experience with the firm's ability to provide bus benches to your agency?	✓	
2	How would you rate your experience with the firm's maintenance of the bus benches?	✓	
3	How would you rate the experience of the firm's staff?	✓	
4	How would you rate the timeliness of the firm to pay revenues due?	✓	
5	How would you rate your experience with the firm's marketing strategies?	✓	
6	Would your agency use this firm to provide services again? (Circle One)	YES/ Satisfactory	NO/ Unsatisfactory

Additional Comments: _____

Mark E. Collins

Signature w/p (2)

Public Works Director

Title

FAILURE TO COMPLETE AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE."



City Commission

Mayor Anthony N. Caggiano
Vice Mayor Tommy Ruzzano
Anthony Arserio
Arlene R. Schwartz
Joanne Simone

City Manager

Cale Curtis

City Attorney

Janette M. Smith

City Clerk

Joseph J. Kavanagh

September 13, 2019

To Whom It May Concern:

RE: Reference for Gold Coast Group

The City of Margate has worked with Alison Oliver and her team at the Gold Coast Group for more than 11 years. Alison has been our point of contact in the day-to-day operations and management of our city bus shelter and bench advertising program since the beginning. She is a pleasure to work with and has always helped us with any service, maintenance, and financial matters.

Gold Coast Group's quick response and exceptional service is essential in providing clean and comfortable stops for our residents while they wait for transportation. They have proven their experience and integrity to be outstanding and we have had nothing but positive interactions and outcomes with Alison and her team.

If you have any questions, please do not hesitate to contact me.

Respectfully,

Mark E. Collins
wp (22)

Mark E. Collins, PWLF
City of Margate, Public Works Director
Office 954-972-8126
Email: mcollins@margatefl.com

Public Works Department

102 N. Rock Island Road, Margate, FL 33063 • Phone: (954) 972-8126 • Fax: (954) 972-7586
www.margatefl.com • pwdirector@margatefl.com

To whom it may concern,

I served the City of Margate as the Public Works Director and City Manager from 2009 to June of 2019. Previous to that I was the Public Works Superintendent for Margate. During my tenure with the City, I worked directly with Alison Oliver and her team at the Gold Coast Group. I was always extremely satisfied with the service that the City received from the Gold Coast Group, including general maintenance, emergency repairs and response, and all financial matters. Their quick response is essential for the safety and welfare of the residents of the City. Alison is personally involved in the daily operations and management and has been since the Gold Coast group began working with the City more than eleven years ago.

I highly recommend this vendor and would rate them Very Satisfactory on all aspects of job performance.

A handwritten signature in dark ink, appearing to read "Sam May", with a long horizontal flourish extending to the right.

Sam May
954-605-0951

REFERENCE QUESTIONNAIRE (Tab 4)

Reference For (Proposer's Name): Gold Coast Group / Alison Oliver
 Agency Giving Reference: City of Fort Lauderdale, FL
 Contact Person Name: Karen Warfel
 Address: 290 NE 3rd Ave, Fort Lauderdale, FL 33301
 Telephone: (954) 828-3798
 E-Mail: kwarfel@fortlauderdale.gov

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency. If a question should not apply, please indicate that the question is not applicable by writing ("N/A") for that question.

	QUESTION	Satisfactory	Unsatisfactory
1	How would you rate your experience with the firm's ability to provide bus benches to your agency?	✓	
2	How would you rate your experience with the firm's maintenance of the bus benches?	✓	
3	How would you rate the experience of the firm's staff?	✓	
4	How would you rate the timeliness of the firm to pay revenues due?	✓	
5	How would you rate your experience with the firm's marketing strategies?	✓	
6	Would your agency use this firm to provide services again? (Circle One)	YES/ Satisfactory	NO/ Unsatisfactory

Additional Comments: I have worked with Gold Coast and Alison Oliver for the past 6 years. She is extremely responsive to any city requests, ensures that all benches are maintained and clean of litter as well as assists with eyes on the street for other bus stop related issues.

Karen Warfel
 Signature

Program Manager
 Title

FAILURE TO COMPLETE AND RETURN THIS FORM MAY
 DEEM YOUR PROPOSAL "NON-RESPONSIVE."



September 6, 2019

To whom it may concern,

The City of Fort Lauderdale has worked with Gold Coast Bench for more than 20 years on the supply and maintenance of advertising benches within the City. Over the past 6 years that I have worked with Alison Oliver as our contact and have been extremely satisfied with her work and partnership with the City.

Gold Coast Bench, through Alison has provided a great service to the City through the placement of advertising benches throughout the City. They have been a true partner in this endeavor working with the City to place benches at bus stop locations or other pedestrian convenience locations, maintaining those benches, ensuring that the areas around the benches are clean, and working with the city on locations where there may be challenges with activities at the bench.

Ms. Oliver has been extremely responsive to any concern that the City has raised and addressed that issue immediately through either creative solutions or relocation of the bench in a way that satisfies all parties. Gold Coast is a vested partner in our community that provide not only benches but important advertising for businesses. It has been critical for the City to have a dedicated contract manager that can be reached quickly and receive prompt and professional responses.

The City has been extremely happy with the service provided by Gold Coast Bench and therefore has continued to exercise the optional extensions within their most recent contract. They are an asset to the City with the level of service and responsiveness that they provide.

Please do not hesitate to contact me if you have any follow up questions at (954) 828-3798 or kwarfel@fortlauderdale.gov

Sincerely,

Karen Warfel



REFERENCE QUESTIONNAIRE (Tab 4)

Reference For (Proposer's Name): Gold Coast

Agency Giving Reference: Town of Davie

Contact Person Name: Phillip Holst

Address: 6541 Orange Drive, Davie, FL 33314

Telephone: 954-777-1041

E-Mail: pholst@davie-fl.gov

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency. If a question should not apply, please indicate that the question is not applicable by writing ("N/A") for that question.

	QUESTION	Satisfactory	Unsatisfactory
1	How would you rate your experience with the firm's ability to provide bus benches to your agency?	✓	
2	How would you rate your experience with the firm's maintenance of the bus benches?	✓	
3	How would you rate the experience of the firm's staff?	✓	
4	How would you rate the timeliness of the firm to pay revenues due?	✓	
5	How would you rate your experience with the firm's marketing strategies?	✓	
6	Would your agency use this firm to provide services again? (Circle One)	YES/ Satisfactory	NO/ Unsatisfactory

Additional Comments: Great customer service. Timely payments.

PAH
Signature

Asst. Town Administrator
Title

FAILURE TO COMPLETE AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE."

REFERENCE QUESTIONNAIRE (Tab 4)

Reference For (Proposer's Name): Martin Gold Coast

Agency Giving Reference: City of Hallandale Beach

Contact Person Name: Tom Camaj - Contracts Manager

Address: 400 S. Federal Highway

Telephone: 954 - 452 - 3053

E-Mail: tcamaj@cobh.org

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency. If a question should not apply, please indicate that the question is not applicable by writing ("N/A") for that question.

	QUESTION	Satisfactory	Unsatisfactory
1	How would you rate your experience with the firm's ability to provide bus benches to your agency?	✓	
2	How would you rate your experience with the firm's maintenance of the bus benches?	✓	
3	How would you rate the experience of the firm's staff?	✓	
4	How would you rate the timeliness of the firm to pay revenues due?	✓	
5	How would you rate your experience with the firm's marketing strategies?	✓	
6	Would your agency use this firm to provide services again? (Circle One)	(YES) Satisfactory	NO/ Unsatisfactory

Additional Comments: MGC is beyond satisfactory. They are responsible, responsible, consistent, and easy to work with. I have NEVER had an issue managing their bus bench/shelter agreement.

[Signature] 9-6-19
Signature

Contracts Manager
Title

**FAILURE TO COMPLETE AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

REFERENCE QUESTIONNAIRE (Tab 4)

Reference For (Proposer's Name): GOLD COAST

Agency Giving Reference: CITY OF PEMBROKE PINES

Contact Person Name: STEVEN BUCKLAND

Address: _____

Telephone: _____

E-Mail: SBUCKLAND@PINES.COM

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency. If a question should not apply, please indicate that the question is not applicable by writing ("N/A") for that question.

	QUESTION	Satisfactory	Unsatisfactory
1	How would you rate your experience with the firm's ability to provide bus benches to your agency?	✓	
2	How would you rate your experience with the firm's maintenance of the bus benches?	/	
3	How would you rate the experience of the firm's staff?	/	
4	How would you rate the timeliness of the firm to pay revenues due?	/	
5	How would you rate your experience with the firm's marketing strategies?	/	
6	Would your agency use this firm to provide services again? (Circle One)	YES/ Satisfactory	NO/ Unsatisfactory

Additional Comments: ALISON + HER COMPANY ARE VERY RESPONSIVE


Signature

ASSISTANT DIRECTOR OF PS
Title

FAILURE TO COMPLETE AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE."



BOYS & GIRLS CLUBS
OF BROWARD COUNTY
www.bgcnc.org

H. Wayne & Marti Huizenga Campus
David & Kay Hughes Administrative Headquarters
877 Northwest 61st Street
Fort Lauderdale, Florida 33309

Phone: 954-537-1010
Fax: 954-537-1070

October 2, 2019

To Whom It May Concern,

I have had the pleasure of knowing and working with Alison Oliver for the past 25 years. During this tenure, I have found Alison to be incredibly professional, honest, transparent, hardworking, always "doing the right thing", guided by a moral compass that is admired and respected by so very many.

Alison, Vice President of Gold Coast Companies, along with Gold Coast Companies, have partnered with Boys & Girls Clubs of Broward County (BGCBC) for over 2 decades. Their involvement with BGCBC has been instrumental in coordinating the revenue for our Hollywood and Davie Clubs which is so vital to the success of our Clubs. In fact, through the consistent charitable efforts of Alison guiding Gold Coast, in 2019, Gold Coast was inducted into the BGCBC's prestigious Hall of Fame.

Alison has professionally navigated the above respective City efforts to the betterment of our organization, fostered relationships for BGCBC where there were none and contributes personally and professionally dollars for various fundraisers that we raise for the betterment of our youth.

Alison Oliver's character and values are beyond reproach and the BGCBC are very fortunate to have Alison as a "friend" to the Boys & Girls Clubs of Broward County and youth that we serve.

Please feel free to contact me at 954-258-6541 or by email at morgan@bgcnc.org if you have questions regarding Alison Oliver.

Thank you,

Matt Organ
Executive Vice President
Boys & Girls Clubs of Broward County

Dream Makers Society

Rita & Rick Case - Florence & Lawrence DeGeorge - Marti* & H. Wayne Huizenga - Mary Anne & Richard* Kull
Janie McDonnell IV - Felix Sabates - - Cindy & Terry Taylor - Linda & Douglas Von Ahnen*

Please remember the Boys & Girls Clubs of Broward County in your Will and Estate Planning.

Tab 5

Proposer Information

SECTION 5
SUBMITTAL FORM
PROPOSAL COVER SHEET AND SIGNATURE FORM RFP No. 19-08-31 (Pre-Tab 1)

PROPOSER'S NAME (Name of firm, entity, or organization):		MGC, LLC
FEDERAL EMPLOYER IDENTIFICATION NUMBER:		26-2639625
NAME AND TITLE OF PROPOSER'S CONTACT PERSON:		
Name: Alison Oliver	Title: VP & General Manager	
MAILING ADDRESS:		
Street Address: 150 NW 70th Avenue		
City, State, Zip: Plantation, FL 33317		
TELEPHONE:	FAX:	
(954) 931-9243	(954) 587-0009	
PROPOSER'S ORGANIZATION STRUCTURE:		EMAIL: alison@ammi.net
<input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input checked="" type="checkbox"/> Other (LLC)		
IF CORPORATION:		
Date Incorporated/Organized: April 14, 2008		
State of Incorporation/Organization: Florida		
States registered in as foreign Corporation: N/A		
PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT IS SOUGHT THROUGH THIS SOLICITATION: Gold Coast provides municipalities with advertising bus benches and shelters (along with other street furniture amenities), cleans and maintains those benches and shelters throughout the duration of the contract, then manages the sales of the advertising to generate revenue for the municipality.		
LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONTRACTORS FOR THIS PROJECT:		
UltraPlay Manufacturing, Mauun Inc., DVS Design, and R&D Printing		
PROPOSER'S AUTHORIZED SIGNATURE:		
The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.		
Signed by: _____		Date: October 5, 2019
Print name: Alison Oliver		Title: VP and General Manager

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."

Tab 6

Exceptions and Deviations

Exceptions and Deviations Form (Tab 10h)

Contract Terms and Conditions Exception

Proposers must identify clause by number and name and specify Exception. Exceptions must be fully explained using a chart in the form of the chart set forth on the bottom portion of this page. The City reserves the right to reject any Proposal for noncompliance with one (1) or more of the requirements.

CLAUSE NUMBER	CLAUSE TITLE	EXCEPTION

MGC, LLC has no Exceptions to declare.

Proposer's Signature

FAILURE TO SUBMIT ALL INFORMATION RESPONSIVE TO THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."

Tab 7

Other Required Forms
and Attachments

Please note that our Reference Questionnaires appear under Tab 4 of this RFP, as instructed. There are no other forms, nor any additional questionnaires, to place under Tab 7. Thank you.

Tab 8

Cost Proposal

REVENUE PROPOSAL SHEET (Tab 8)

Proposers must indicate a one-time upfront signing bonus, an annual donation to A City engagement initiative and the total proposed revenue from the bus bench advertising and bus shelter advertising. Proposers must also provide the overall percentage of annual gross revenue that will be payable to the City. The City shall be paid "the Greater Of" the percentage of the annual gross advertising revenue or the agreed upon minimum annual guaranteed revenue.

1. Proposed One-Time Upfront Signing Bonus \$ \$5,000.00

2. Donation to City's Community Engagement Initiative:

\$ \$250.00 (per month) X 12 = \$ \$3,000.00 Annually

3.

Description	Estimated Quantity	Proposed Revenue (monthly)	Annual Total (Quantity X Proposed Revenue)
Bus Bench	150	\$4,375.00	\$52,500.00
Bus Shelter	10	\$791.67	\$9,500.00
Advance City Fees: \$20,000 In addition to the above remuneration, MGC will pay Miramar a fee of \$20,000 in advance.			\$62,000.00
* Our accountant will keep track of payments owed to the city and such payments will be deducted from the advance payment of \$20,000 until the \$20,000 is reduced to zero. Once the \$20,000 is exhausted then payments will be made on a monthly basis.			TOTAL

4. % of Annual Gross Revenue Payable to the City ("Greater Of") 17.0% %

Taxpayer Identification Number (TIN) 26-2639625

PROPOSER: MGC, LLC
(Company Name)

(Signature)
Alison Oliver

VP and General Manager
(Printed Name and Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR RESPONSE "NON-RESPONSIVE."

Tab 9

Addenda



Date of Issuance: September 11, 2019

City of Miramar

Procurement Department

ADDENDUM No. 1

For

RFP No. 19-08-31

BUS BENCH, BUS BENCH AND BUS SHELTER ADVERTISING

Proposers are hereby notified that this Addendum No.1 shall be attached to and made part of the above named Request for Proposal ("RFP") issued on August 29, 2019.

This Addendum No. 1 is issued to add to, delete from, modify, clarify and/or amend the RFP. The items contained in this Addendum No. 1 shall have full force and effect as part of the RFP and shall prevail to the extent of any conflict with the original RFP. Proposals to be submitted on or before the specified due date shall conform to the additions and revisions contained herein.

The Proposer shall acknowledge receipt of this Addendum No. 1 by including a signed copy of this form in each Proposal.

This addendum consists of (1) page (s)

1. The due dates and time of the RFP are amended as follows:

- a. The deadline for all questions is changed from Thursday, September 12, 2019 to **Monday, September 16, 2019**. All questions must be submitted in writing to the contact persons listed in Section 1-5 of the RFP by this deadline.
- b. The due date and time for the RFP is changed from Thursday, September 26, 2019 at 2:00 PM to **Tuesday, October 8, 2019 at 2:00 PM**. Proposals must be submitted by this due date and time to the Office of City Clerk located at 2300 Civic Center Place, Miramar, FL 33025.

ADDENDUM ACKNOWLEDGEMENT

BY: Alison Oliver
PRINT NAME

SIGNATURE

COMPANY NAME: MGC, LLC



Date of Issuance: September 30, 2019

City of Miramar

Procurement Department

ADDENDUM No. 2

For

RFP No. 19-08-31

BUS BENCH, BUS BENCH AND BUS SHELTER ADVERTISING

Proposers are hereby notified that this Addendum No.2 shall be attached to and made part of the above named Request for Proposal ("RFP") issued on August 29, 2019.

This Addendum No. 2 is issued to add to, delete from, modify, clarify and/or amend the RFP. The items contained in this Addendum No. 2 shall have full force and effect as part of the RFP and shall prevail to the extent of any conflict with the original RFP. Proposals to be submitted on or before the specified due date shall conform to the additions and revisions contained herein.

The Proposer shall acknowledge receipt of this Addendum No. 2 by including a signed copy of this form in each Proposal.

This addendum consists of (2) page (s)

1. Can the current benches or shelter be used?

ANSWER: Yes

2. Can the current shelters or benches be retrofitted to add ad boxes to places advertising in them?

ANSWER: Yes, with prior approval from the City.

3. Can u place a bench with a kiosk that will hold advertising next to the bench?

ANSWER: Yes, with prior approval from the City.

4. Can u replace the current benches that the city owns with new benches and move the city owned benches to the residential areas of the city?

ANSWER: Benches can be replaced or moved at sole expense to vendor and with prior approval from the City.

5. Can u light up the new benches with solar?

ANSWER: Benches can be lit with solar at sole expense to vendor and with prior approval from the City.

ADDENDUM ACKNOWLEDGEMENT

BY: Alison Oliver

PRINT NAME

SIGNATURE

COMPANY NAME: MGC, LLC

Tab 10

Affidavits and
Acknowledgements

PROPOSER INFORMATION FORM (Tab 10a)

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed "Non-Responsive."

- (1) How many years has your organization been in business under your present business name? 11½ years
- (2) State of Florida occupational license type and number: N/A
- (3) County (state county) Business Tax Receipt type and number: L08000037461
- (4) City of Miramar Business Tax Receipt type and number: N/A

(A CITY OF MIRAMAR BUSINESS TAX RECEIPT MAY NOT BE
NECESSARY IF THE BUSINESS IS NOT LOCATED WITHIN THE CITY
OF MIRAMAR)

PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

- (5) Describe experience providing Services and or commodities for similar (government) organizations:

MGC provides municipalities with street furniture programs, and cleans and maintains that street furniture throughout the duration of the contract. MGC has 25 years of experience in multiple municipalities throughout Florida, including: Fort Lauderdale, Margate, Davie, Pembroke Pines, Hollywood, and Hallandale Beach.

- (6) Have you ever had a contract terminated (either as a prime contractor or subcontractor) for failure to comply, breach, or default?

_____ yes **X** _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

2019 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L08000037461

Entity Name: MARTIN-GOLDCOAST, LLC

Current Principal Place of Business:

150 NW 70TH AVE
STE 5
PLANTATION, FL 33317

Current Mailing Address:

150 NW 70TH AVE
STE 3
PLANTATION, FL 33317 US

FEI Number: 26-2639625

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

GOLD COAST OF BROWARD, LLC
150 NW 70TH AVE
STE 5
PLANTATION, FL 33317 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent or both in the State of Florida

SIGNATURE: BARBARA FLUTIE

02/28/2019

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name INSITE GOLD COAST, LLC
Address 150 NW 70TH AVE, STE 5
City-State-Zip PLANTATION FL 33317

Title MGR
Name GOLD COAST OF BROWARD, LLC
Address 888 SE 3RD AVENUE SUITE 501
City-State-Zip FORT LAUDERDALE FL 33316

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes and that my name appears above or on an attachment with another like empowered.

SIGNATURE BARBARA FLUTIE

**ADMINISTRATIVE
OFFICER**

02/28/2019

Electronic Signature of Signing Authorized Person(s) Detail

Date

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (T_ab 10_b)

Please list all subcontractors and suppliers to be used in connection with performance of the Contract (use additional pages, if necessary). The City strongly encourages the participation of Local Businesses and/or CBE or SME Firms. Please specify the category for each subcontractor or supplier.

Company Name: Mauun, Inc.

Address: 6761 SW 13th Street

City, State, & Zip Code: Pembroke Pines, FL, 33023

Local Business ☒ CBE Firm ☐ SBE Firm ☐

Company Name: DVS Design

Address: 805 W. Oakland Park Blvd., #E5

City, State, & Zip Code: Wilton Manors, FL, 33311

Local Business ☒ CBE Firm ☐ SBE Firm ☐

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND
SUPPLIERS (CONTINUED) (T_a b 10_b)

Company Name: R&D Printing

Address: 4500 N. Hiatus Road, Suite #211

City, State, & Zip Code: Sunrise, FL, 33351

Local Business ☒ CBE Firm ☐ SBE Firm ☐

Company Name: UltraPlay Manufacturing

Address: 1675 Locust Street

City, State, & Zip Code: Red Bud, IL 62278

Local Business ☐ CBE Firm ☐ SBE Firm ☐

FAILURE TO COMPLETE AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE."

DRUG-FREE WORKPLACE AFFIDAVIT (T_a b 10_c)

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs.

Section 287.087 of the Florida Statutes provides:

287.087 Preference to businesses with drug-free workplace programs. Whenever two (2) or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE."

ANTI-KICKBACK AFFIDAVIT (T_a b 10_d)

STATE OF FLORIDA }
 }
COUNTY OF BROWARD } ss:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Miramar, its elected officials, and MGC, LLC or its Contractors, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Alison Oliver

Title: VP and General Manager

Sworn and subscribed before this

5th day of October, 2019.

Notary Public
State of Florida at Large

My commission expires:

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."

NON-COLLUSIVE AFFIDAVIT (T_a b 10_e)

State of Florida)
) ss:
County of Broward)

I, Alison Oliver, the undersigned authority, being first duly sworn, deposes and says that:

a) He/she is the (Owner, Partner, Officer, Representative or Agent) of MGC, LLC, the Proposer that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Service; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Services;

e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (T_{a b} 10_e)

Signed, sealed and delivered
in the presence of:

Witness

By: _____

Witness

Alison Oliver

(Printed Name)

VP and General Manager

(Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (T_a b 10_e)

ACKNOWLEDGMENT

State of Florida)

) ss:

County of Broward)

BEFORE ME, the undersigned authority, personally appeared Alison Oliver, to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that he/she executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this 5th day of October, 2019.

Notary Public
State of Florida at Large

My commission expires:

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."

NON-DISCRIMINATION AFFIDAVIT (T_a b 10_f)

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: Alison Oliver

Title: VP and General Manager

Sworn and subscribed before this

5th day of October, 2019.

Notary Public
State of Florida at Large

My commission expires:

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."

BUSINESS/VENDOR PROFILE SURVEY (Tab 10g)

Name of Business: MGC, LLC

Address: 150 NW 70th Avenue, Plantation, FL 33317

Phone No.: (954) 931-9243

Contact Person (Regarding This Form): Alison Oliver

Type of Business (check the appropriate type):

- ☒ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- ☐ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.
- Business is claiming the CBE/SBE Preference; YES ___ NO X**

Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

Business is claiming local Business Preference YES ___ NO X
(Choose below as applicable)

- ☐ **Businesses Employing Miramar Residents** - Business is located outside of the City of Miramar City limits and employs a minimum of 10 full time equivalent ("FTE") Miramar residents, or Miramar residents constitute 20 % of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger.
- Business Employing Miramar Residents Affidavit MUST be submitted with RFP Response.**
- ☐ Business is domiciled within the City of Miramar city limits, complies with all City of Miramar licensing requirements and is current on all taxes.

Please attach a copy of a current Miramar Business Tax Receipt to this form.

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**