



**THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT**

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

**REQUEST FOR PROPOSALS
INVITATION**

NOTICE IS HEREBY GIVEN that sealed proposals will be received in the office of the Purchasing Agent, Daytona Beach City Hall, Room 146, 301 South Ridgewood Avenue, Daytona Beach, Florida 32114, until **January 4, 2018 at 2:00 PM**, at which time they will be publicly opened for the following:

BUS BENCH AND BUS SHELTER ADVERTISING

AWARD OF CONTRACT subject to the Purchasing Code of the City of Daytona Beach.

THE RFP MAY BE OBTAINED on-line at <http://purchasing.codb.us> by clicking on the link to "Public Solicitations" or as a hard copy at the office of the Purchasing Agent City Hall, 301 South Ridgewood Avenue, Room 146, Daytona Beach, FL 32114.

SCOPE OF WORK: to provide revenue-generating transit commercial advertising services within the Daytona Beach city limits. Advertising will be placed on/in Contractor-furnished ADA compliant bus benches and bus shelters. The Contractor will be responsible for all aspects of exterior advertising sales including shelter and bench design and permitting; installation, and removal of benches, shelters and individual advertisements; advertising sales and placement; and bench and shelter maintenance and repair. The benches and shelters will be located exclusively at designated and posted bus/transit stop locations

A NON-MANDATORY PRE-PROPOSAL CONFERENCE will be held at the Daytona Beach City Hall, 301 S Ridgewood Ave., Room 149B, Daytona Beach, Florida 32114, on **December 18, 2017 at 2:00 PM**. Interested Proposers are *urged* to attend.

THE CITY RESERVES THE RIGHT to reject any or all proposals or parts thereof, or to accept the proposal(s) or parts thereof, when considered by it to be in the best interest of the City. Any proposal received after the time and date specified will not be considered. No proposer may withdraw their proposal for a period of sixty (60) days after the date of the opening of proposals. This time period is reserved for the purpose of reviewing proposals and investigating the qualifications of the proposers.

PROPOSALS SHALL BE ADDRESSED to the City of Daytona Beach, Purchasing Agent, 301 South Ridgewood Avenue, Room 146, Daytona Beach, Florida, 32114, and all proposals shall have the following plainly marked on the outside of the envelope:

PROPOSAL FOR: **BUS BENCH AND BUS SHELTER ADVERTISING**
PROPOSAL NO: **0118-0040**

**THE CITY OF DAYTONA BEACH
BY: JOANNE FLICK
ISSUED: November 17, 2017**

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**THE CITY OF DAYTONA BEACH
REQUEST FOR PROPOSALS
BUS BENCH AND BUS SHELTER ADVERTISING
No. 0118-0040**

GENERAL CONDITIONS

THIS IS NOT A BID. This is a Request for Proposals for non-professional services issued in accordance with the City of Daytona Beach Code Chapter 30, Article II, Division 3, "Source Selection and Contract Formation". The Request for Proposal specifies the services needed, and lists the criteria upon which the Proposal responses will be evaluated. When received, Proposals will be reviewed and ranked in order, beginning with the one deemed most advantageous to the City. Contract negotiations will commence with the selected Proposer(s). Upon completion of satisfactory negotiations, the contract negotiated that best meets the needs of the City will be recommended for award to the City Commission. A copy of Chapter 30 may be obtained upon request.

GENERAL CONDITIONS

1. **INSTRUCTIONS TO PROPOSERS:** To insure consideration of your Proposal, please follow these instructions. One original and 5 copies of all Proposal sheets must be executed and returned, unless otherwise directed. **Provide one pdf copy of the Proposal in its entirety on cd, dvd, or other electronic media.** All Proposals not in compliance with the conditions specified herein are subject to rejection.

2. **PROPOSAL ENVELOPE:** All Proposals must be returned in a sealed box or envelope addressed to the City of Daytona Beach and should contain on the outside the following information:
 - a. Name and address of Proposer
 - b. Proposal Number 0118-0040
 - c. Date and time of Proposal opening

PLEASE NOTE: The address of the Purchasing Division is:

Daytona Beach City Hall
301 South Ridgewood Avenue
Room 146
Daytona Beach, FL 32114

3. **REQUESTS FOR INTERPRETATIONS.** If the Proposer is in doubt as to the meaning of any of the RFP Documents or other Contract Documents included in this solicitation, the Proposer may submit a written request to the City for an interpretation, care of the Purchasing Agent at the address set forth in the Invitation for delivery of the completed

Proposal. Such requests must be received 10 days prior to Proposal opening in order to be considered. The City is not obligated to respond to such requests. Any clarification or interpretation issued by the City in the form of a written addendum will be deemed to be a part of the Proposal Documents.

No oral clarification or interpretation will be binding.

4. **EXECUTION OF PROPOSAL**: The Proposal must contain a manual signature of an individual or of an authorized representative of the firm making the Proposal, in the space provided on the Proposal Form, if provided as a part of the Proposal package, or on Proposer's own form, if a specific Proposal form is not provided. The Proposer's name shall be inserted on all sheets requiring the Proposer's name. In order to insure uniformity, Proposals must be submitted on the Proposal Form, if provided, and on the attached pages.
5. **PROPOSAL OPENING - LATE PROPOSALS**: Proposals will be opened publicly, the name of the Proposers read aloud and recorded, on the date and time indicated, at the location specified in this Request for Proposals. It is the Proposers' responsibility to make certain that his/her Proposal is in the hands of the Purchasing Agent prior to the opening time at the specified location. Any Proposal received thereafter will be rejected and returned to the Proposer.
6. **WITHDRAWAL OF PROPOSALS**: Proposals may be amended or withdrawn only by written notice prior to the Proposal opening. Proposal amendments must be submitted in a sealed envelope. Amendments or withdrawals received after the Proposal opening will not be effective, and the original Proposal submitted will be considered.
7. **CONSIDERATION OF PROPOSALS**: Telephonic, electronic, or faxed Proposals will not be considered. The Proposer agrees that his/her Proposal will not be withdrawn within sixty (60) calendar days following opening of the Proposals, and that during such time his Proposal will remain firm and irrevocable. The City reserves the right to reject any or all Proposals, and to waive any technical defects in Proposals.
8. **COOPERATIVE PURCHASING**: All proposers awarded contracts from this RFP are required to permit governmental entities in Volusia County to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs. At the option of the awarded proposer, the use of the contract resulting from this solicitation may be extended to other governmental agencies, cities, counties, and political subdivisions.
9. **GENERAL REVIEW PROCEDURES**: The Purchasing Code, Chapter 30, Code of the City of Daytona Beach, sets forth the general review procedures for competitive sealed proposals. Under the Purchasing Code, the City Manager is required to evaluate and rank responsive Proposals in accordance with the criteria identified in the RFP. Before submitting a recommendation for final action on this RFP to the City Commission, the City

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Manager is authorized to “shortlist” and negotiate with one or more of the Proposers who submitted the highest ranked Proposals. As part of these negotiations, the City Manager may request revised Proposals from shortlisted Proposers.

The City Manager has adopted a policy delegating the task of initially ranking responsive Proposals to a Selection Committee. The Selection Committee may require personal interviews with Proposers before submitting its recommendations to the City Manager.

- 10. LOCAL PREFERENCE:** Pursuant to the Purchasing Code, preferences may be given in the evaluation of responsive Proposals to Local Vendors. A “Local Vendor” is a vendor which has maintained a permanent place of business with full-time employees within the city limits of the City of Daytona Beach for a minimum of six months prior to the date Proposals were received for the contract at issue, which generally provides from such permanent place of business the kinds of services solicited, and which at the time of the solicitation fully complies with state and local laws, including City zoning and licensing ordinances.

In order to qualify as a Local Vendor, the Proposer must submit a properly completed Local Vendor affidavit as part of its Proposal. A Proposer who fails to properly complete and sign this affidavit or submit it with the Proposal will not be considered for local preference in this RFP. The City is the ultimate arbiter as to whether the Proposer qualifies as a Local Vendor; and the City may require the Proposer to submit additional documentation verifying that the Proposer qualifies as a Local Vendor.

A Proposer qualifying as a Local Vendor will be given the following Preferences:

- a. At the City’s discretion, the Proposer may be given bonus points of up to 10% of the total available points used to score Proposals for purposes of ranking them. The ranking process is described further in Paragraph 8, above. The exact percentage awarded may be adjusted based on the extent of work to be subcontracted to non-local vendors.
- b. After the Selection Committee has evaluated and ranked Proposals, if the highest-ranked Local Vendor’s Proposal would not otherwise be among the list of the highest-ranked Proposals submitted to the City Manager (See Paragraph 8 above), the list will be modified to include the highest-ranked Local Vendor’s Proposal. In addition, if the evaluation criteria referenced in Paragraph 8, above, includes price, all of the Proposers on the modified short list will be given the opportunity to submit best and final fee proposals; and final ranking provided by the Selection Committee will be based on the best and final proposals. For purposes herein, the reference to “best and final” will not serve to alter the City Manager’s authority, as referenced in Paragraph 8, above, from requiring a short listed Proposer to submit a revised Proposal.

11. **AWARD**: The award will be made by the City to the firm most qualified and offering the best value to the City, which will be determined by evaluation of Proposals using the evaluation criteria contained in the RFP, and in accordance with applicable rules and regulations governing the purchase and contract adopted and established by the City, and the State of Florida.

Any contract resulting from this solicitation may, in the alternative, be awarded by the City of Daytona Beach Community Redevelopment Agency (CRA). Therefore, any bids/proposals submitted in response to this solicitation shall be deemed to be offers to the CRA as well as the City. Any final written contract may be with the CRA instead of the City.

12. **NON-COLLUSION**: By submitting a Proposal in response to the request and signing the Anti-Collusion Statement form enclosed, the Proposer represents that, should the Proposal be accepted, the resulting contract(s) would not violate any provisions of federal law or regulations, or any ordinances or regulations established by the City. The Proposer warrants as an integral and essential part of his/her Proposal: (a) that he/she has not participated in nor is he/she obligated or bound by any agreement, arrangement or other understanding with any person, firm or corporation with respect to the allocation of the business afforded by or resulting from the acceptance of his/her Proposal; (b) that his/her Proposal is or is intended to be competitive and free from any collusion with any person, firm or corporation; and (c) that he/she is not a party to nor has participated in nor is he/she obligated or otherwise bound by any agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning Proposals, prices, terms or conditions upon which the contract(s) resulting from this acceptance is to be performed.
13. **PERMITS, ETC.**: All Proposals submitted shall include in the price the cost of any business or professional licenses, permits or fees required by the City and any agency having jurisdiction over the services solicited through this Request for Proposals.
14. **PATENT INFRINGEMENT, ETC.**: By submission of a Proposal the Proposer certifies that the services to be furnished will not infringe any valid patent, copyright, or trademark and the successful Proposer shall, at his/her own expense, defend any and all actions or suits charging such infringement and hold the City harmless in case of any such infringements.
15. **TAXES**: All Proposals shall be exclusive of federal taxes. However, if the Proposer believes that certain other taxes are properly payable by the City, he/she may list such taxes separately in each case directly below the respective item price. Tax exemption certificates will be furnished upon request.

16. **PERFORMANCE**: During the performance of the contract, the Proposer agrees as follows:
- a. The Proposer will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.
 - b. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirement of this section.
17. **FLORIDA PUBLIC RECORDS LAW**: Sealed proposals received by the City pursuant to the Request for Proposals will be temporarily exempt from disclosure in accordance with Florida's Public Records Laws. Thereafter, all Proposals will be open for a personal inspection by any person pursuant to Public Records Law.

If the Proposer believes that the Proposal or any portion thereof is permanently exempt from disclosure under the public records laws, the Proposer must state the grounds for this position in CAPITAL LETTERS on the cover sheet accompanying the sealed Proposal. The Proposer will be contacted prior to the opening of the Proposal and a determination will be made as to whether or not it is exempt prior to opening. If a determination is made that it is not exempt from disclosure, the Proposer may in writing request the return of the sealed Proposal.

18. **EVALUATION CRITERIA / SUBMITTAL REQUIREMENTS**:
- a. The weighted evaluation criteria below will be used to evaluate Proposals and develop a recommendation to the City Manager as described in Section 8, above. Each criterion will be scored between 1 and 5; 1=poor, 2=below average, 3=average, 4=above average, 5=excellent. Scores will be multiplied by the criterion weight for a weighted score; weighted scores will be totaled for the weighted total score.
 - 1 The amount of monthly compensation to be paid to the City for each bus bench and bus shelter.
Weight = 35
 - 2. Quality and relevance of similar projects and/or contracts awarded by public agencies/municipalities, completed by the Contractor, for local and/or national advertisers.
Weight = 15

3. Appearance, aesthetics, materials, durability, maintainability, safety, and inspections plan for safety and cleanliness of proposed bench and shelter designs

Weight = 20

4. The appropriateness of the location and number of proposed benches and shelters and schedule for implementation and placement.

Weight = 30

b. SUBMITTAL REQUIREMENTS

1. Complete and submit the Fee Proposal Form indicating the monthly payment to the City for each bench and shelter, or propose an alternate payment scheme.

2. List of both local (Daytona Beach-based) and national advertisers for whom the Proposer has produced print or digital advertising or similar media under contract with a public agency or municipality, at venues including but not limited to bus shelters, airports, malls, stand-alone signage, billboards, banners, and similar advertising venues, with details and descriptions of the ads placed, including media, location, client name, length of ad placement. Include a brief history of the firm along with an overview of its principles; demonstrating familiarity with the greater Daytona Beach area. Include references from a minimum of 3 municipal clients for whom the Proposer has previously provided similar services within 5 years of the due date of this RFP, including public entity name, project manager name and contact phone and email, summary of the scope of work completed for each reference, timeframe or contract duration, special circumstances, and other information the Proposer deems appropriate to illustrate their municipal advertising contract experience.

3. Description, illustrations, and specifications of proposed bus benches and bus shelters, including materials, maintainability, advertising area, sample ads, and showing the seating area, foundation pad, trash receptacles, and any other ancillary options. Submit illustrations and specifications of up to 5 sample benches and up to 5 sample shelters proposed for use under this contract with illustrations of the advertising area, sample advertisements, seating area, and concrete foundation pad.

Outline of the safety and cleanliness inspection and maintenance program showing the number of cycles per year that all benches, shelters and appurtenances will be inspected and maintained, showing the number of cycles per year that all benches, shelters and appurtenances will be inspected and maintained.

4. A map overlay of the Votran Bus Stop Map indicating the proposed location of each bus bench and each bus shelter and a brief explanation of why those locations were selected. Include a schedule for implementation that demonstrates an understanding of the permitting and construction timelines and the lead time required to obtain advertisers.

19. **REJECTION OF PROPOSALS**: The City reserves the right to reject any or all Proposals in whole or in part and to award by items, parts of items, or by any aggregate group of items specified. The City also reserves the right to waive technical defect when in its judgment the best interests of the City thereby will be served.
20. **QUALIFYING PROPOSERS**: Prior to awarding of Proposal, the City may require submission by Proposer of complete financial statement and questionnaire describing Proposer's financial ability and experience in performance of similar work.
21. **RULES AND REGULATIONS**: All work performed under this agreement shall be in strict compliance with local, State and Federal laws, rules and regulations. Proposer shall assume all liability for fines and penalties assessed by the authorities for any infractions.
22. **MINORITY AND WOMEN WORK FORCE PARTICIPATION**: The City has an established policy of: 1) promoting Minority and Women-Owned Business Enterprise participation in business contracts and 2) requiring Proposers doing business with the City to use good faith efforts to promote cultural diversity and minority participation in the work force, including managerial positions. Proposers must provide information as part of the Proposal acknowledging its understanding and willingness to comply with the Purchasing Code of The City of Daytona Beach.
23. **NO COSTS**: The City of Daytona Beach bears no responsibility for any costs incurred in the preparation of the Proposal.
24. **DRUG FREE WORKPLACE**: The selected firm must provide the Drug Free Workplace Form in accordance with Florida Statute 287.087, prior to Contract award.
25. **PROHIBITION OF LOBBYING**. Except for negotiations authorized by the City Purchasing Code, the Consultants Competitive Negotiations Act, or other state or federal law, lobbying by the Proposer, or the Proposer's principals, officers, employees, attorneys, or other agents, is strictly prohibited during the Blackout Period. Lobbying in violation of this section may cause the proposal to be rejected.

"Lobbying" means influencing or attempting to influence action or non-action in connection with this RFP or the proposal, through direct or indirect oral or written communication with the Mayor, any member of the City Commission, the City Manager, or any other City employee. The following activities are not within the definition of "lobbying," and are permitted: requests for clarification submitted to the Purchasing Agent in accordance with this RFP, discussions with the Selection Committee as part of the

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selection process, the submission of additional information in response to a request by the City, and addressing the City Commission during the City Commission meeting at which the contract is awarded or all Proposals are rejected.

The Blackout Period begins on the date that this RFP is issued and ends when the contract is awarded or all Proposals are rejected.

26. **SELECTION PROCESS:**

For the purpose of selecting the most qualified firm, the City will use a competitive selection process as set forth in pertinent City and State procurement requirements. The procedure will involve the following steps:

- a. The City will advertise and mail notice of formal Requests For Proposals to interested Proposers.
- b. The City's Selection Committee will review, rank, and shortlist all Proposals received by the established deadline for submission. Oral presentations by the short-listed Proposers to clarify their Proposals may be required. These presentations will serve to explain implementation techniques integral to their written Proposal. Subsequent to the receipt of Proposals, the City may schedule a time for each requested oral presentation at a place convenient to the City.
- c. The City's Selection Committee will then rank each Proposal and prepare a recommendation for approval by the City Manager. Upon receipt of the City Manager's authorization, the City's Project Manager shall negotiate a contract with the highest ranked Proposer(s) approved by the City Manager. Should the Project Manager be unable to negotiate a satisfactory contract with the any of the shortlisted Proposers, the City Manager, or designee, shall terminate such negotiations with any or all of the shortlisted Proposers and begin negotiations with remaining Proposers based on ranking, until negotiations are successful or this RFP is cancelled.
- d. **The City Commission has the sole authority to bind the City to the terms and conditions of a contract that has been approved in a public meeting of the City Commission, executed by the Mayor and City Clerk, and approved by the City Attorney. The City Commission reserves the right to modify or reject any contract for the acquisition of goods and/or services submitted to it for consideration.**

ANTI-COLLUSION STATEMENT

By signing this form, the Proposer agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a Proposal for the same purpose and that the Proposal is in all respects fair and without collusion or fraud.

Sign in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED PROPSEER THAT THE SIGNING AND DELIVERY OF THE PROPSAL REPRESENTS THE PROPOSER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING TERMS AND CONDITIONS AND SCOPE OF SERVICES, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PARTIES.

NAME OF FIRM: _____

SIGNATURE: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

NAME TYPED: _____ TITLE: _____

ADDRESS: _____

CITY AND STATE: _____

TELEPHONE: _____ EMAIL: _____

DRUG FREE WORKPLACE FORM

The undersigned, in accordance with the Florida Statue 287.087 hereby certifies that _____ does:

(Proposer)

1. Publish a statement notifying 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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, any Available drug counseling, rehabilitation, 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 Proposal a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that 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 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (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 convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of Paragraph 1, through Paragraph 5.

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

Date: _____

Signature & Title

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is

(If the entity has no FEIN, insert the Social Security Number of the individual signing this sworn statement above:

2. I understand that a “public entity crime” as defined in Paragraph 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or CONTRACT for goods or services, any lease for real property, or any CONTRACT for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined In Paragraph 287.133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(l)(a), Florida Statutes means:
- (a) A predecessor or successor of a person convicted of a public entity crime, or

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, cont.**

(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, will be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months will be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding CONTRACT and which bids or applies to Proposal on CONTRACTs for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on Information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (*Indicate which statement applies.*)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted VENDOR list (*attach a copy of the final order.*)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, cont.**

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I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR Produced Identification _____ (Type of identification)

Notary Public - State of _____

By: _____

My commission expires _____

(Printed typed or stamped
commissioned name of Notary Public)

LOCAL VENDOR AFFIDAVIT

Complete and submit this form ONLY if you qualify for local preference as provided in the City of Daytona Beach Purchasing Code.

A copy of the Proposer's Daytona Beach Business Tax Receipt must be submitted with this Affidavit.

NAME OF PROPOSER: _____

LOCAL BUSINESS ADDRESS *(street address being used to claim Local Preference, including zip code):*

The undersigned certifies under penalty of perjury each of the following:

The Local Business Address has continuously been used as a Permanent Place of Business with at least one full-time employee since _____.
(Insert date)

The Local Business Address has consistently offered or provided the goods or services being solicited by the City of Daytona Beach during the time referenced above.

The Local Business Address has not been established with the sole purpose of obtaining the advantages that may be granted pursuant to the Local Preference provisions of the City of Daytona Beach Purchasing Code.

Signature (Must be same person as person signing the Proposal)

Print Name/Title

Subscribed and sworn to before me

This _____ day of _____, 20_____

(Signature of Notary Public)

My commission expires: _____

The City of Daytona Beach reserves authority to require a copy of the corporate charter, corporate income tax filing return, and any other documents(s) to evaluate the Proposer's Local Preference claim.

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BUS BENCH & BUS SHELTER ADVERTISING

FEE PROPOSAL

1. Bus Bench design, permitting, installation, and maintenance for the purpose of placing advertising on the bus bench back in accordance with the Scope of Work:

A. Indicate the number of bus benches to be installed. _____ Bus Benches

B. List the monthly fee to be paid to the City of Daytona Beach for each bus bench. \$ _____ / month

C. Multiply the number of bus benches proposed "A" by the fee paid for each bench "B" for the **Bus Bench Monthly Total**. \$ _____ / month

D. Multiply the total bench fees paid per month by 12 for the **annual payment to the City**. (C X 12 = D) \$ _____ / year

2. Bus Shelter design, permitting, installation, and maintenance for the purpose of placing advertising in the bus shelter in accordance with the Scope of Work:

A. Indicate the number of bus shelters to be installed. _____ Bus Shelters

B. List the monthly fee to be paid to the City of Daytona Beach for each bus shelter. \$ _____ / month

C. Multiply the number of bus shelters proposed "A" by the fee paid for each shelter "B" for the **Bus Shelter Monthly Total**. \$ _____ / month

D. Multiply the total shelter fees paid per month by 12 for the annual payment to the City. (C X 12 = D) \$ _____ / year

3. GRAND TOTAL FEE PROPOSAL (1.D. + 2.D.) \$ _____ / year

SCOPE OF SERVICES

BUS BENCH AND BUS SHELTER ADVERTISING

I. Introduction:

- A. **PURPOSE:** The City of Daytona Beach, Florida is soliciting proposals from qualified Contractors to provide revenue-generating transit commercial advertising services within the City limits. Advertising will be placed on Contractor-furnished ADA compliant bus benches and bus shelters. The Contractor will be responsible for all aspects of exterior advertising sales including shelter and bench design and permitting; installation, and removal of benches, shelters and individual advertisements; advertising sales and placement; and bench and shelter maintenance and repair as generally set forth in this RFP. The benches and shelters will be located exclusively within public right-of-way; and, unless otherwise approved by the City, only at designated and posted bus/transit stop locations.
- B. **ALTERNATIVE SOLUTIONS:** The Scope of Services represents the City's goals and intentions for the bus bench and bus shelter advertising program. Alternative solutions may be proposed and the requirement set forth herein are subject to negotiation.

II. Background

Known as the "World's Most Famous Beach", Daytona Beach is a year-round destination for its beautiful beaches and events ranging from the Daytona 500 and Bike Week to the public concerts at the historic Band Shell.

Daytona Beach is located on the Atlantic coast of Florida, with a population of approximately 64,000. Votran, the area public transit provider, operates multiple bus routes throughout the City as well as a Transfer Plaza, and provides 15 bus routes in Daytona Beach, with approximately 2.8 million boardings per year. Average weekday boardings on these routes are approximately 8,900 per day. Refer to Votran route map, at <http://www.votran.org/about-us/data.stml>.

III. Scope of Work

- A. The Contractor will have the right and obligation to provide bus benches and bus shelters at authorized Votran 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 5 years with 2 options to renew the contract for 1 year each.

- B. Advertising Sales: Contractor is responsible for production and marketing services for all advertisements.
- C. Unless provided otherwise in the Contract, all bus benches and bus shelters will be constructed within the public right-of-way. It is anticipated that, if the Contract authorizes benches and shelters to be constructed in whole or in part on adjoining property, Contractor will be solely responsible for obtaining lease or license.
- D. Contractor's sole compensation for the services provided under the Contract will be from the leasing of advertising on the bus benches and bus shelters. Contractor will be responsible for all costs associated with the leasing of such advertising space
- E. The Contractor will have com rights to market, lease and place commercial advertisements on all bus benches and bus shelters it installs within the City limits of Daytona Beach. All advertising, except as noted below, will be obtained for the sole purpose of generating revenue.
- F. The Contractor will provide monthly compensation per bus bench and per bus shelter to the City in return for said exclusive advertising rights.
- G. The Contractor will use its best efforts to sell advertising space and operate a fully staffed business office to manage this effort. The Contractor must be familiar with the greater Daytona Beach area, and be capable of acquiring both local and national advertising contracts.
- H. The Contractor will comply with generally accepted industry principles with all applicable laws and regulations including but not limited to truth in advertising, copyrights and trademarks. The Contractor will remove any advertising the City deems inappropriate within 24 hours of written notice. The Contractor will secure all copyrights and trademarks associated with ads.
- I. The Contractor will market, produce, install, and maintain, and remove all finished advertising material which will be placed on a bus bench back or in a bus shelter; and remove damaged, stolen, or defaced ads within 24 hours of written notice by the City. The Contractor will remove all dated advertising material within five days from their expiration date.
- J. While a traditional print advertising model using static displays is anticipated, the option of digital advertising may be considered, based on additional benefits to the City that may be negotiated, such as provision of public Wi-Fi access or other enhancements proposed.

IV. Advertising Content

- A. The Contractor will comply with restrictions to be imposed by the Contract on the type of advertisements that will be allowed. The Contract will prohibit the following types of advertising:
1. Political ads—advertisements containing political messages or regarding political candidates.
 2. Ads 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.
 3. Ads containing sexual or excretory subject matter.
 4. Ads that contain false or grossly misleading information.
 5. Ads that infringe on copyright or trademark rights.
 6. Ads that promote or are likely to incite imminent unlawful activity.
 7. Ads that promote the sale of firearms.
 8. Ads that contain profanity or promote or depict violence.
 9. Ads that falsely disparage one or more persons, products, or companies.
 10. Ads 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.
 11. Ads that interfere with the efficient and safe operation of the City or the Votran transit system.
- B. The Contractor will screen potential advertisements for compliance with these restrictions, and when applicable to promptly remove prohibited advertising.
- C. Advertising content will be limited as set forth above. The Contractor will comply with generally accepted industry principles and all applicable laws and regulations including but not limited to truth in advertising, copyrights, and trademarks. Additionally, the Contractor will:
1. Remove unapproved or damaged advertising within twenty-four (24) hours of written notice from the City.

2. 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.
3. The Contractor will fill all unsold advertising spaces in bus shelters with full size, high quality posters, or with graphics on bus bench backs, 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.
4. No advertising matter or sign will be displayed upon any bench except upon the front surface of the backrest, including the Contractor's contact information, which will be visible but will not detract from the advertisement.
5. Advertisements must be for businesses, services, or events located *within the city limits of Daytona Beach*.
6. Advertisements placed in front of established business will permit that business first right of refusal to advertise their business on the bench or shelter.

V. Design and Construction Requirements:

- A. Bus Benches and Bus Shelters: All bus benches and bus shelters will meet the following standards:
 1. All benches and shelters must comply with all federal, state, and local laws and regulations ("collectively, "Legal Requirements"), including:
 - a. The Americans with Disabilities Act;
 - 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. Chapter 82 of the City of Daytona Beach City Code, governing activities within public right-of-way, except as expressly provided in the Contract.
 2. All shelters will meet or exceed hurricane wind resistance building code requirements for coastal areas.

3. All benches and shelters will 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.
4. The Contractor will include the Contractor's name and business telephone number, displayed in a visible location, in an area not to exceed 12 square inches.
5. 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.
6. All bus benches, bus bench pads, and bus shelters will be constructed in accordance with the Americans with Disabilities Act. Bus benches pads, and shelters found not to be in compliance with all applicable laws and rules, including, without limitation, the ADA, will be removed immediately by the Contractor, at no cost to the City. Failure to remove such non-compliant bus benches and shelters will result in the cost to remove same by the City to be invoiced to the Contractor. The Contractor will certify compliance of all bus benches, pads, and shelters with the ADA and all applicable laws and rules annually 30 days before the anniversary date of award of the Contract.
7. The Contractor will display a current Votran bus schedule in all bus shelters and on Bus Stop sign poles at bus benches.
8. Bench and Shelter Maintenance:
 - a. Each bench and shelter will 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.
 - b. Each bench and 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 if judged to be insufficient, at the Contractor's cost. The City's solid waste disposal contractor will empty the trash containers.

- c. Steam clean sidewalks in and around the benches and shelters a minimum of twice per year, or as needed to maintain a like-new condition.
 - d. The bench and 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.
 - e. 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.
- B. 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, but 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.
- C. Number of Benches and Shelters: The City anticipates a minimum of 40 benches and 5 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.
- D. Location of Benches and Shelters:
- 1. All bus benches and bus shelters will be located in the public right of way on roadways that are used as bus routes by Votran, 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.

2. 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.
3. Each bus bench or bus shelter will be located parallel to the adjacent road.
4. Benches and shelters will not be located within the City's Community Redevelopment Areas (CRA's), as shown on "RFP 0118-0040 Bus Bench and Bus Shelter Advertising Redevelopment Areas Map", available online at <http://purchasing.codb.us> under the Public Solicitation link.
5. The City requests that bus benches and bus shelters locations include major bus stops on Atlantic Avenue (US A1A) and International Speedway Blvd. (US 92) within the city limits.

B. 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 FAC referenced herein;
 - b. The bench will be constructed to discourage opportunities for sleeping or reclining.
 - c. The bench will not have include 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 Votran Transit Development Design Guidelines. The Guidelines are available at:

<http://www.fdot.gov/transit/Pages/NewTransitFacilitiesDesign.shtm>

- f. Benches will be constructed of durable, weather resistant, low maintenance materials, and designed to minimize the possibility of tipping over.

C. 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. The Contractor will pay all maintained electrical expenses and service costs incurred by the use of any electrical lighting in any bus shelter. The City agrees to allow the Contractor access to and the right to connect up to any public street lights located in close proximity to any shelter provide, however, that the Contractor agrees to reimburse the City for reasonable costs of such electricity consumed in the operation or lighting of any such shelters. Light sources will be shielded so as to not be directly visible from adjacent vehicles, streets, or nearby buildings. Lighting will not interfere with the night vision of drivers. No exposed neon tubing will be allowed. The Contractor will make all necessary arrangements with utility companies for the provision of service.
3. Bus shelters found not to be in compliance with all applicable laws and rules, including, without limitation, the ADA, will be removed immediately by the Contractor, at no cost to the City. Failure to remove such non-compliant bus shelters will result in the cost to remove same by the City to be invoiced to the Contractor. The Contractor will certify compliance of all bus shelters with the ADA and all applicable laws and rules annually 30 days before the anniversary date of award of the Contract.