

Request For Proposal  
City of Dania Beach

June 22, 2012 | RFP - NO.12-013



**InSite**  
MARTIN OUTDOOR LLC

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# Introduction

June 22, 2012

Ms. Louise Stilson  
City Clerk  
100 West Dania BEach Boulevard  
Dania Beach, FL 33004

Re: Bus Bench Program RFP NO.12-013

Dear Ms. Stilson:

For the past ten years, one Street Furniture Company has been the prominent firm in management of Transit Passenger Convenience Services: InSite Martin Outdoor, LLC. Our Company is the most well known and respected in the vast majority of Municipalities throughout South Florida as well as California and Colorado for consistent quality of product, high maintenance standards and strong financial stability.

InSite Martin Outdoor, Inc. is eager to bring the City of Dania Beach the best efforts of the industry's most recognized authority. Our proposal summarizes our experience in successfully conducting similar operations in other municipalities and clearly demonstrates our firm's abilities to service the city of Dania Beach' needs at a level far superior than that of our competition.

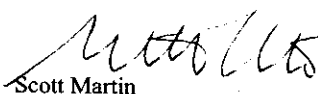
InSite Martin Outdoor, Inc. has a 95% success rate when competing in an RFP/RFQ selection process and has contracts to provide bus bench services in over 30 municipalities not only in South Florida, but throughout the United States. In all of our Cities, we provide a menu of products and services unmatched in the industry. Furthermore, we also have a proven track record in advertising sales. InSite Martin Outdoor, Inc. has increased the number of advertisements sold to over 90% in all of the cities we operate (See Sales Section of Proposal).

Our management team has over 50 years of combined experience in dealing with contractual and service issues common to municipal commercial environments. To implement these services, we have assembled a team of InSite Martin Outdoor, Inc. managers and staff members. InSite Martin Outdoor, Inc. principals are intimately involved in the day-to-day operations in each City. This allows for a level of focus that the City of Dania Beach can only receive from our firm. We invite a close examination of our service history (See Reference/Recommendation Section of Proposal). It will show our vision, competence, and commitment to excellence in all of our endeavors. We pledge to provide our services in concert with the interests of the citizens of the City of Dania Beach.

Please see the Bus Bench Design section of our proposal. There you will find our exclusive bus benches and shelters the City may choose from, all of which we have currently installed in various Cities throughout the Country and will fit perfectly with the streetscape throughout the City. We consider our assorted bus bench and shelter products more as "Street Furniture", which should be an appealing product the City as well as its citizens should be proud of to both view and to utilize.

On behalf of myself and the entire InSite Martin Outdoor, Inc. team, we are firmly committed to this project and trust this Proposal meets with your approval. I wish to thank you again for the opportunity to submit our proposal and look forward to engaging in a long term partnership with the City of Dania Beach, its citizens and local businesses. Please feel free to contact me for any additional information.

Sincerely,



Scott Martin  
954-558-4973

# Executive Summary

**Insite Martin Outdoor** is proud to be the leading bus bench company focused purely on providing bus bench and trash/recycling services. The underlying source of our success has been our ability to interpret the needs of communities and then to deliver high quality state-of-the-art bus benches, backed by rigorous maintenance and upkeep, followed by a world class sales program. Accordingly, this proposal reflects our sensitivity to the needs of Dania Beach' transit users and pedestrians, and reflects our continued passion to provide the best possible service to the City of Dania Beach.

The face of Insite Martin Outdoor is always local; yet behind the face stand the resources of a company with over 30 municipality contracts throughout the country (please see Capacity to Perform section). We now bring this vast programs and experience to bear on the needs of the City of Dania Beach, in response to the Request for Proposal by the Bureau of Street Services.



Any bus bench program must serve diverse needs and satisfy many different interests. This one is no exception. Insite Martin Outdoor has carefully weighed all the relevant factors - aesthetic, economic, environmental, civic and security issues - that will lead to an end product that will be a credit to Dania Beach' public spaces and also yield steady revenues to the City.

This proposal is in many ways unique: Insite Martin Outdoor is excited to be involved in a plan that perfectly combines civic and commercial interests, where both community aspirations and the enhancement of the urban ground go hand in hand with revenue generation. Here are three outstanding benefits to the community: (1) State-of-the-art bus bench designs not matched by anyone in the industry. Through 30 years of experience, we have strived to design street furniture that is unique and functional, durable and aesthetic. Wherever we place our benches, the surrounding environment is instantly enriched; (2) one-of-a-kind inventory maintenance and tracking system. We have spent years developing an inventory system that utilizes the latest in technology to provide a truly engaging experience for our staff and the City of Dania Beach; and (3) our commitment to the environment and sustainability. We have been a rare company amongst our peers committed to trash removal, sustainability, and recycling within our bus bench contracts. We take pride in providing these services for our municipalities to assist in keeping our planet clean and reaching our municipalities sustainability goals.

In this executive summary we outline the four basic strengths of our proposal:

## 1. DESIGN

**CREATIVITY AND UNIQUENESS.** Our design goal for this program is to achieve maximum functional effectiveness with bright, safe, comfortable street level amenities that powerfully express the characteristics of the city and capture its unmistakable identity. In pursuit of this objective, we are deeply conscious of this invaluable opportunity to clarify and enliven the public realm of a magnificent cityscape. We have therefore a two-pronged mission: to create designs that convey a variety of carefully considered aesthetics, that harmonize with and enhance neighborhoods, and simultaneously to establish a uniformity of features that any comprehensive the street furniture program must have.

**SUSTAINABILITY.** Insite Martin Outdoor has furthered sustainability goals in urban environments across the country. It goes without saying that these are the sensitivities and the talents that will be incorporated into the designs and materials of our **Coordinated Street Furniture and Trash Removal Program**.

## 2. MANUFACTURE AND MAINTENANCE

**MANUFACTURE.** Insite Martin Outdoor's philosophy is that commissioned design and directed manufacture best meet local needs and assure the highest standards of durability and style. Our manufacturing policy on every occasion is to render the design with discerning craftsmanship, using the highest quality materials.

**MAINTENANCE.** Our maintenance philosophy is simple: proactive cleaning and servicing results in less vandalism, less damage and cleaner, safer structures. Insite Martin Outdoor is committed to producing bus benches that will remain in excellent condition throughout the term of the agreement and beyond. Top-notch maintenance and service are essential to live up to this commitment. Our experience teaches us that scrupulous attention to maintenance and cleaning pays dividends in longevity and serviceability for years to come. This is evidenced by the continued renewal of our bus bench contracts in other municipalities across the country, without the requirement to rebuild new benches.

# Our Approach

Insite Martin Outdoor's objective is to provide a world-class bus bench program that enhances the existing streetscape while providing a functional service that encourages citizens to use public transportation.

We will create more vibrant streets, encourage residents and visitors to walk and bike, and at the same time maximize the revenue potential for the city. Our work plan is a comprehensive one, incorporating all aspects of creating, maintaining, managing and growing the City's Transit Program. We plan to capitalize on our financial strength and depth of experience in all aspects of the bus bench program. Recognizing the City's expectations of providing high-quality and well-maintained street furniture and improving City revenues, the key focus of our plan is:

- > Development of a bus bench family that communicates a citywide identity
- > Special designs for historical neighborhoods as defined by the City
- > Integration of new technology that provides substantial benefits to the City and the community
- > Aggressive marketing of bus benches as a unique media opportunity, both locally and nationally
- > Comprehensive maintenance program, unmatched in our industry
- > Technology-based reporting and accountable workforce management processes



Insite Martin Outdoor proposes an aggressive build-out over the first 4 months of the agreement, after receiving note to proceed and expect all benches to be installed within that period. Our detailed build-out plan is presented in Maintenance & Operation section.

We believe our proposal will maximize the goals of improving the public realm, encouraging the use of public transportation, providing advanced technology and enhancing revenues to the City. These goals are interdependent and in order to create and sustain such a successful program for the City, Insite Martin Outdoor requires a certain mix of revenue-generating benches, all of which will provide value to transit users and pedestrians and added benefits to the City beyond their core use. Our program assumptions are detailed in the Implementation section.

We recognize that our program will require extensive advance preparations with significant input from the appropriate City staff with respect to design, site selection and permitting. Our build-out plan also recognizes that we must establish an efficient working relationship with all appropriate City departments. Our primary goal will be to work with the City to establish a mutually agreeable implementation plan as soon as possible after contract award in order to receive the requisite approvals to proceed. We would request that the City make available the necessary City staff to expedite the site selection and permitting processes in order to facilitate this implementation plan.

# Methodology

## 1. COMMUNITY OUTREACH

Insite Martin Outdoor is committed to taking all possible steps that integrate this project with the Dania Beach community. The Bus Bench Program will become an important part for each neighborhood. Our approach to community involvement will ensure that the program achieves excellence in every phase of planning and implementation.

## 2. MANUFACTURING AND QUALITY CONTROL

All of our street furniture designs will carry the Insite Martin Outdoor name. Therefore, they must meet our standards for quality. The designs will be strictly licensed with selected manufacturers.

## 3. INSTALLATION

Operational fulfillment will be managed internally by our designated Operations Manager, responsible for construction and installation. A Project Management calendar will be developed in open collaboration with appropriate City officials to create a plan, which depicts a mutually acceptable installation program. Site selection and site preparations will be planned in advance and reviewed internally by the Operations Manager and the installation team to understand the specific challenges and unique conditions at each location.

## 4. OPERATIONS AND MAINTENANCE

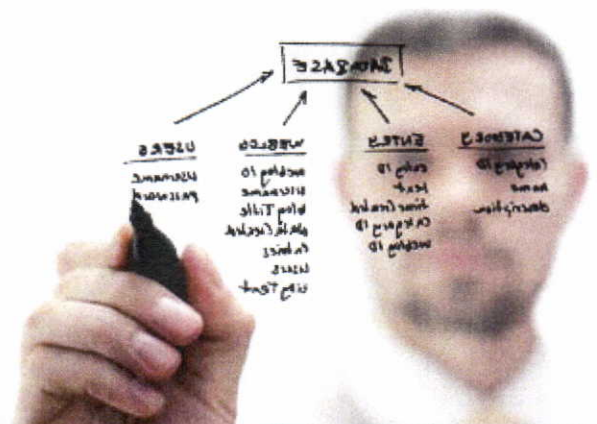
Insite Martin Outdoor will establish an operations workforce to efficiently provide and maintain our bus benches. To ensure the successful implementation of that plan, we will apply management strategies, which are complementary and redundant at once, guaranteeing delivery of our maintenance and operations services. Under the leadership of the Operations Manager, activities will be divided by function—utilizing thoroughly trained, accountable and responsive personnel for both routine and unscheduled (including emergency) services. Electronic report audits will be utilized to measure efficiency and effectiveness of the work agenda, quality of work and distribution of work.

## 5. REPORTING

Insite Martin Outdoor will fit every bus bench element with an individual barcode. During the course of scheduled and emergency maintenance, the service team will use barcode scanners to validate and report each maintenance function. This information will be transferred to our internal inventory management system and any applicable data, as required by the City, will be populated to an inventory and maintenance database. In addition, each bench will carry a unique identification number and a decal indicating that a member of the public may call a toll free number to report any complaint about the structure's status. This provides an unprecedented level of control to our maintenance program right at the finger tips of any City Staff member, without ever leaving the office.

## 6. FINANCIAL CONTROLS

Insite Martin Outdoor currently employs a fully staffed accounting team managed by the CFO with extensive experience in billings, collections and financial reporting (and holds an active Certified Public Accounting license) and who supervises professionals in accounts payable and receivable. We utilize a proprietary computer software program which facilitates the generation of financial, revenue, and accounting reports required by the contract to be provided to the City.



# Bench & Shelter Design

The current bus benches in Dania Beach were predominantly functional. Form and design considerations were not given equal weight. Today the situation is very different, a difference that is expressed in the contents of the City Bus Bench RFP. They need to aim higher, to aspire to greater functionality, better fit with the character of the transit system and the city, be more expressive of the multiple meanings that radiate from Dania Beach' uniqueness.

## DESIGN OVERVIEW AND PHILOSOPHY

The City of Dania Beach stands on the threshold of an opportunity to deploy bus benches with an imagination and vigor that will make it a major change factor in the urban environment: improving both appearance and imposing a coherent aesthetic on the cityscape. Some might say that this is long overdue. Be that as it may, today Dania Beach has a chance to leap to the front of the line and reap the advantages of the late adapter. The RFP calls for a sweeping bus bench program that incorporates the very latest in new technologies and uses design to bridge the past and the future, to reflect the richness and variety of the urban ground and, simultaneously, give expression to the city's iconic values.

Insite Martin Outdoor's bus bench designs will make a major improvement to the aesthetic tone of the city. While expressive of a single and coherent design identity, these structures do not upstage the various locations that they will occupy. Throughout this design project we have been mindful of its overriding purpose: to create for the transit user and pedestrian a strong understanding of, and pleasure from, the design identity among the various street furniture elements. Our benches seek to provide this purpose.

## City of Dania Beach Bus Benches

*A COMMON ATTRIBUTE OF THE DESIGNS WE ARE SUBMITTING IS THAT THEY WILL ENHANCE THE SURROUNDING STREETScape AND BEAUTY OF THE NEIGHBORHOODS THEY INCORPORATE.*

The point of these observations is to show that Insite Martin Outdoor has a good grasp of the big picture in which bus benches play a small role. And to show, moreover, that the designs submitted reflect a forward looking perspective. Inside any bench design, there are many intentions that get expressed: seating to tired passengers, passenger comfort and convenience, transit information, and so forth. They also serve as icons for the transit system and thus project its values and priorities.

We have considered all these intentions and thought about them deeply: which is reflected in the design family submitted in our proposal. Insite Martin Outdoor is committed to upgrading and improving our designs, technology and/or services during the term of the contract whenever practical and feasible.

## Design Characteristics

### APPROPRIATENESS, SCALE, MODULARITY

The elemental components of the bench base, seat, and backrest with simple structural connection will act as a modular kit that can be adapted to numerous site constraints and usage levels throughout the city. The various sizes of our bench designs will create simple micro-adaptation to specific sidewalk widths and depths. In all cases, our family of bus bench elements is adaptable, flexible and appropriate to various sites.

### COORDINATED FAMILY OF ELEMENTS

The design framework of all bench elements not only takes its cue from the theme of streetscape adaptability, but reinforces its cohesive nature through the selection of finishes, color and quality design. When different elements are combined, they present a unified image of complimentary shapes and sizes.

### CUSTOMIZATION

Customizations for specific neighborhoods or districts are realized through different graphic applications in the perpendicular end section of the benches, through alternative bench colors, or unique graphical applications to the bench itself.

# Bench & Shelter Design

## INTEGRATION OF NEW TECHNOLOGY

Insite Martin Outdoor is always open to new technologies that increase the awareness and effectiveness of our bus benches. This technology will allow more trash per receptacle that will result in less trash maintenance service trips, thereby increasing the sustainability of our program.

## MATERIALS, FABRICATION AND DURABILITY

Materials and finishes have been carefully chosen in consideration of life-cycle costs, ease of maintenance and durability. Together with a stainless steel structure and aluminum extrusions, and baked porcelain enamel finish are the predominant material of the majority of elements. Rustproof and durable, stainless steel is ideal for challenging outdoor environments in South Florida and exceed all South Florida building codes/requirements as well as being hurricane rated, which has a higher salt content in the air that will degrade other types of steel over time. Anti-graffiti paint coatings are applied for ease of graffiti removal. These finishes typically last the life of a product with no need for repainting. Our benches will look the same after 15 years as they did on day one.

## FLEXIBILITY AND SUSTAINABILITY

The good news is spreading: that social responsibility and economic viability can be merged with environmentally sound practices and policies. And the place where this news is keenly felt today is the municipal and state environment: where pollution suppression is no longer perceived as an expensive piety, but as a sound business application that also expresses an enlightened public policy. The city that pushes sustainability values sends a very clear message to its citizens: we care about cutting back greenhouse gas emissions; we care about the future of your grandchildren and their children's children.

Because of their ubiquity and visibility, bus benches and other prominent street furniture items are an ideal place to display these values, and to reap the economic rewards of renewable energy solutions- such as lower maintenance costs. Four aspects of sustainability will be discussed in this segment:

- 1) immediately implementable measures in terms of design features and materials relevant to the RFP,
- 2) a trash receptacle will be at every unit,
- 3) use of natural gas vehicles which have considerable less green house gas emissions than their gas-powered counterparts, and
- 5) Every bench installed will be ADA compliant, as well as meeting all Federal and Local guidelines.





# Bench Design & Manufacturing

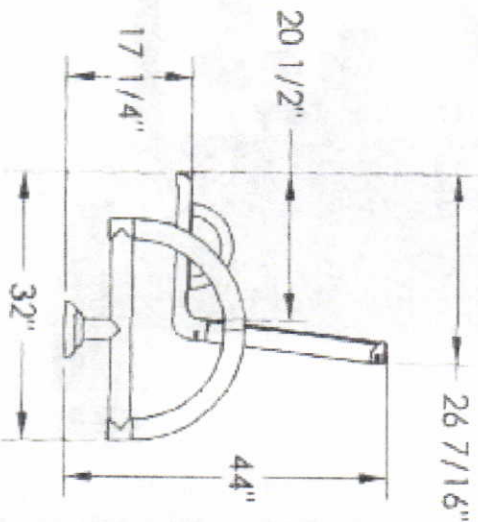
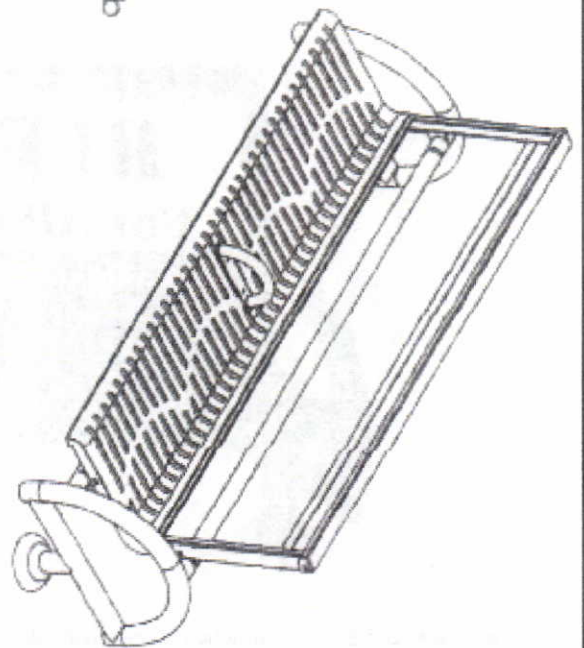
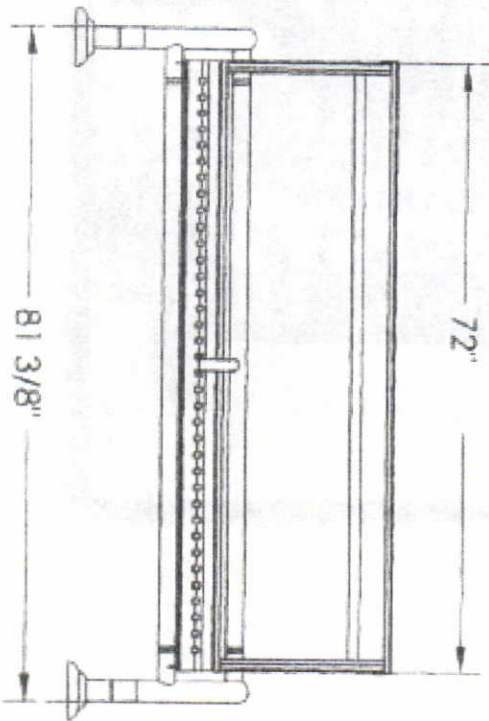
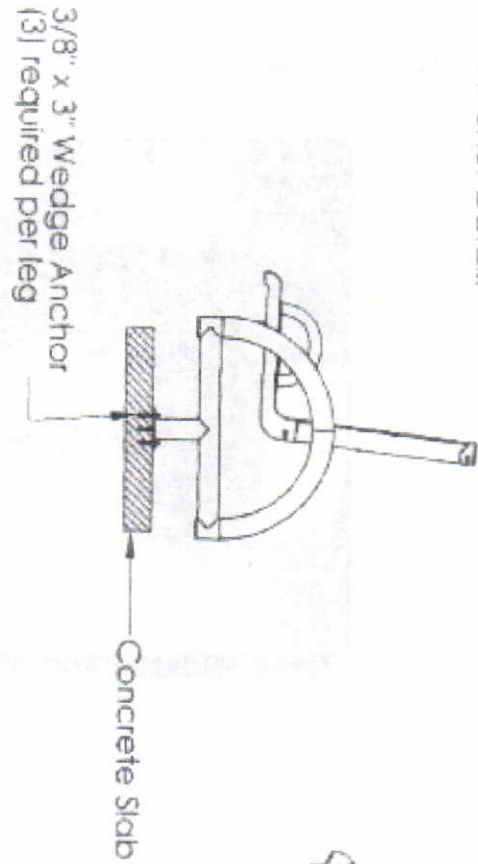
## Streetscape Style



- Galvanized Steel construction for increased durability
- Ventilated bench seating unit cooler on hot sunny days
- No removable parts, minimizing damage issues
- Low profile advertising minimizes line-of-sight issues
- Thermoplastic closed cell coating to dissipate heat as well as being virtually graffiti proof
- Design and color customized to match overall streetscape vision of the city and neighborhoods
- Narrow Footprint which allows for installation on sidewalks that are less than 6' in width
- Hurricane Rated
- Handles placed to meet ADA requirements as well as deterring use of bench while in a prone position

# Bench & Shelter Design

Anchor Detail:



**ultraPLAY**

PROPRIETARY DOCUMENT  
*UltraPlay Systems, Inc.*

1676 Locust Street  
Red Bud, IL 62278  
phone (800) 45-ULTRA  
phone (618) 282-8200  
fax (618) 282-8202

ALL DIMENSIONS  
SHOWN IN INCHES  
UNLESS OTHERWISE NOTED  
FABRICATION TOLERANCES  
DISTANCE: 1/8"  
ANGLE: 5°

1 APPROXIMATION OF ALL  
EQUIPMENT MUST COMPLY  
WITH ULTRA PLAY'S  
DESIGN STANDARDS

INS	JAN
1/26/11	
A01H-W6	
A01H-W6	

# Bench & Shelter Design

## Florida Style Shelter



- Exclusive street furniture design
- Target local community residents
- Anti-Glare / Shatter Proof Glass
- Anodized finish to uphold 15+ years
- Vagrancy resistant seating
- High Quality – Durable Fabrication
- ADA compliant
- Solar Powered Unit
- Back Lit Ad Caisson

# Bench & Shelter Design



1675 Locust Street A PLAYCORE Company  
Red Bud, Illinois 62278

November 22, 2011

TO WHOM IT MAY CONCERN

AUTHORIZED SALES REPRESENTATIVE

This is to certify Insite Martin Outdoor, LLC as an UltraPlay sales representative. Insite Martin Outdoor, LLC can sell and distribute UltraPlay products and replacement parts.

As an UltraPlay representative, Insite Martin Outdoor, LLC has the authority to bid and enter into contracts for Ultra- Site products.

Sincerely,

A handwritten signature in black ink that reads 'Philip Clemons'.

Philip Clemons  
Sales Manager  
Ultra Play Systems

1-800-45-ULTRA



1-618-282-8200



1-618-282-8202 FAX



# Implementation Schedule

Insite Martin Outdoor's proposal (including guaranteed payments) for the City of Dania Beach is based on the following assumptions.

## PERMIT AND APPROVAL PROCEDURES

Insite Martin Outdoor will assume full responsibility and expense of obtaining all necessary construction permits; develop site plans and coordinate the installations with the City and appropriate utility companies. The bus bench program is extremely demanding from several perspectives-not least in the replacement of existing structures with new ones in the timeliest fashion.

## CONSTRUCTION AND REPLACEMENT PROGRAM

Insite Martin Outdoor will perform a methodical program to remove existing benches and replace with a new design within the first 120 days after award of contract and bench design/color approval. Fast, careful installations by our trained crews at appropriate times of the day minimize disruption of adjacent neighborhood activities.

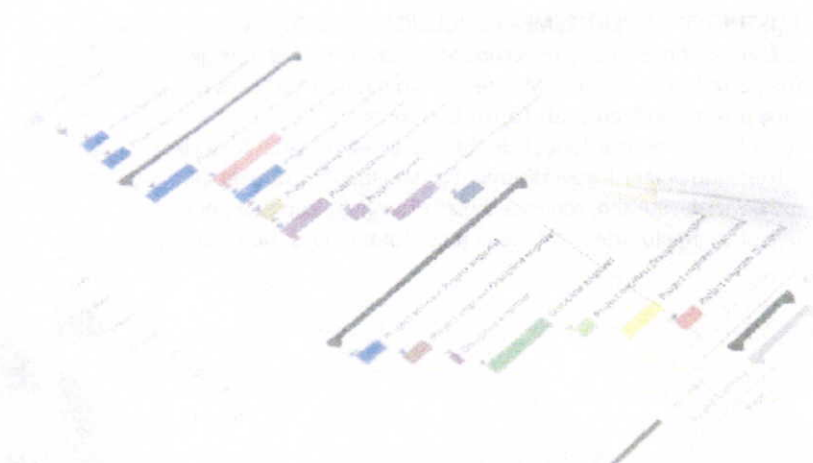
Installations proceed in the following sequence:

- > Conduct complete inventory audit including: digital photographs; assignment of GPS coordinates to each structure (geo-coding); structural inspections; numbering of street furniture elements
- > Prioritizing of installation sequence in coordination with appropriate officials and organizations
- > Site surveys for sidewalk conditions, utility locations, trees, light poles, traffic control and electrical boxes and other street furniture elements
- > Site-by-site location approval by City
- > Installation in adherence to all applicable codes
- > Site and/or surface restoration as needed

## ONLINE CONFIRMATION

As part of our program operation, Insite Martin Outdoor will maintain a database within our inventory and accounting software program for documenting data relating to inventory, maintenance and complaints. In other cities we have implemented this feature, which has proved popular with civic leaders and the community. The database will include:

- > Location and image of each program structure
- > Inspection, cleaning and maintenance activities
- > Reports of required maintenance and repairs
- > Mapping capabilities to display all locations
- > Online review capability for Transit Authority and the City



*Insite Martin Outdoor's WORLDCLASS MAINTENANCE AND OPERATIONS PROGRAM CANNOT BE BEAT. OUR BENCHES AND*

# Maintenance & Operations

*TRASH SERVICE HAVE BEEN ROUTINELY COMMENDED BY CITIES ACROSS AMERICA FOR OUR DILIGENT EFFORTS IN EXCEEDING OUR CITIES REQUIREMENTS.*

The organizational chart below demonstrates our capacity to respond to the maintenance and operational needs of the program as laid out on the following pages.

## DESCRIPTION OF SERVICES

Anticipating today's fashionable "broken windows" policy approaches for urban environment- fix broken windows promptly and people won't break windows any more- the celebrated urban theorist William H. Whyte back in the Sixties said, "The best way to handle undesirables is to make a place more attractive to everyone else" and "litter follows litter." This dynamic is clearly at work with transit amenities, which is why we maintain constant vigilance and always respond proactively to vandalism and litter. In doing so we serve the interests of the community, plus those of advertisers who don't want their message negatively influenced or made ineffectual by dirt and squalor.

Over the years, we observed our competitors and seen first hand the compounding effects of small amounts of litter and the degradations that resulted in the urban environment. Whereupon we resolved to create the industry's most rigorous maintenance protocols. In addition to regular visitation, we research field reports and maintenance records to identify vandalism. These sites become targets of our rapid response crews who fan out and remove graffiti and stickers, often within hours of the defacement. Furthermore, our maintenance database technology is able to create hot-zone maps that identify areas with the most maintenance problems. This gives a graphical ability to utilize additional resources in certain areas of the City and address in a timely manner.

## 52-WEEK MAINTENANCE PLAN

- > Technology-based reporting and accountable workforce management processes
- > Record-keeping, verification, internal inspections and audit procedures
- > Preventive maintenance
- > Zero tolerance graffiti policy
- > Quarterly submission of maintenance logs
- > Notification process via toll free bi-lingual number for access by general public, City officials, and LA Metro to report damage

## CLEANING, INSPECTION & SAFETY SCHEDULE

### 1. CITYWIDE/HEAVY TRAFFIC LOCATIONS - Daily Activities:

- > Inspection concerning appearance, any damages and unsafe conditions
- > Removal of trash or debris inside and within 10 feet of bus benches
- > Removal and/or reporting of graffiti
- > Repair of minor damage
- > All other damage reported to the operations center for appropriate repair crews
- > Report of any problems or damage to operations center and recording in database
- > Perform power washing quarterly or as determined by the city contract

### 2. POSTING OF ADVERTISEMENTS/PUBLIC INFORMATION:

- > Carried out once weekly or according to advertiser's campaign
- > The Insite Martin Outdoor Maintenance guarantee provides for on time posting and removal of advertisements
- > The Insite Martin Outdoor Clean Ad Guarantee provides for a clean advertising poster. If advertisement is damaged beyond repair, Insite Martin Outdoor replaces the ad during the contract period free of charge for the client. No competitor provides this services.

## REPORTING AND INTERNAL CONTROLS



# Maintenance & Operations

InSite Martin Outdoor employs state-of-the-art technologies for recording and reporting work status of bus bench maintenance as part of our internal inventory management system. Our maintenance system uses bar-coding, wireless transmission and online data basing to record, relay, distribute and store status reports. Using handheld devices, our installation, maintenance and posting crews and independent contractors record and transmit data at every scheduled service stop and in response to repair notification. The data that is transmitted to our operations center provides definitive answers to both maintenance and advertising campaign verification questions that used to be a matter of guesswork.

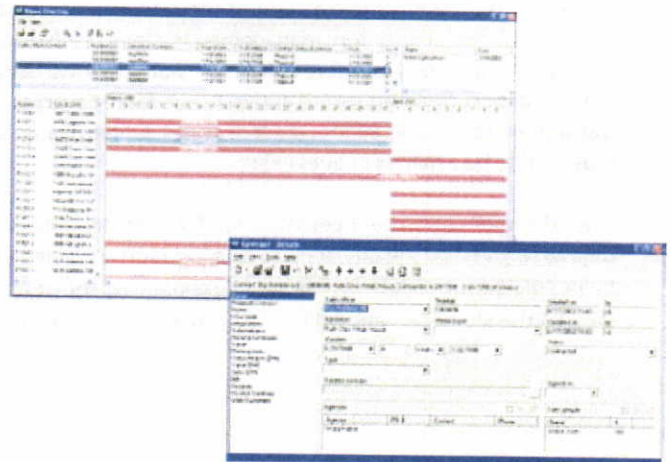
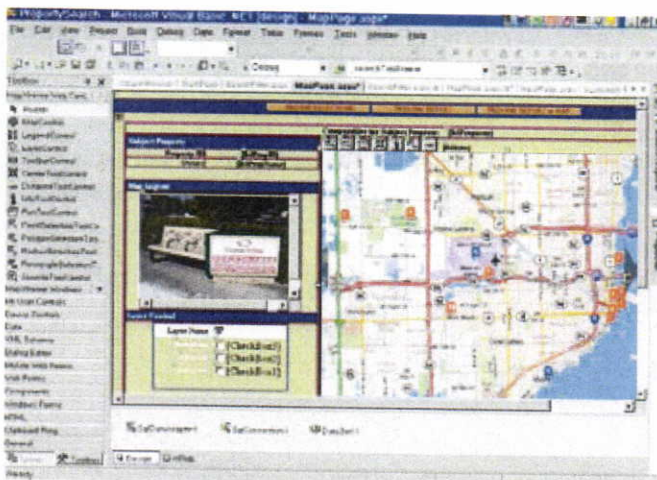
Once the information has been collected for each structure, as described above, and transferred to the inventory system, any applicable data as required by the City, such as date, location, activities, installation, maintenance, response times, and reported problems, will be populated to a database. The module containing the program's maintenance logs for each bus bench structure will be posted on a password secured FTP site, which will be accessible to the City for review.



# Maintenance & Operations

Our database is kept on a central server in Miami, FL. This database is linked into our MISA inventory maintenance program. MISA is a worldwide leader in inventory and maintenance software related specifically to the outdoor advertising industry. As such, there is an unlimited amount of reports and data we are able to obtain in minimal time. Key features of MISA maintenance systems include the following:

- Create single item work orders for expedited tasks, or group similar tasks
- Monitor Benches and Advertising content
- Easily download and upload maintenance tasks to a hand-held unit (RFID technology)
- Define maintenance cycles and routine check routes
- Conveniently upload completed postings with proof-of-performance photos
- Track structure positions across your plant
- Track site revenue generation, maintenance and profitability



**Reports will be available to the City on a weekly or as requested basis:**

Inventory database by type

Street furniture types

Street furniture locations

PP&E inventory

Maintenance activities performed (daily, weekly, monthly)

Staff member performed / Activity performed (installation, cleaning, repair, etc)

Time performed, including time issue was reported, time at location, time to complete operation, and amount of time taken to complete the site

Other problems, notes, issues, details by site  
Cost of repair, installation, parts, labor, fuel, etc. Reports by employee noting average work time, route, maintenance duties performed, etc

Full mapping services by GPS location



# Sales & Marketing

***SALES PROSPECTS FOR BUS BENCHES FOLLOW THE OVERALL OUTDOOR MARKET. THAT MARKET HAS NOT BEEN VERY ROBUST IN THE RECENT YEARS. HOWEVER, INSITE MARTIN OUTDOOR HAS MANAGED TO INCREASE SALES EVERY YEAR, EVEN THROUGH THE RECESSION.***

When the City of Dania Beach considers the respective revenue generation power of the candidates responding to this RFP, it obviously weighs the merits of potential providers' Insite Martin Outdoor will do the superior job. We obtain the highest per bench rate as compared to any of our competitors. Our sales force routinely sells out their inventory at higher rates than competitors and maintains customers for years due to our excellent customer service.

Insite Martin Outdoor offers the City of Dania Beach an exceptional experience base and range of skills and coverage. Currently we boast over 9,000 bus bench displays under contract with over 30 municipalities in the US, which yield several millions annually in sales. This achievement reflects the talent and dedication of strong national and local marketing teams and commitment by our executive team.

## **SALES STRATEGIES**

Typically, bus bench advertising has not garnered the national sales attention that other outdoor media has attracted. However, in our experience bus benches is showing strong ability to expand market power by attracting a client base that heretofore did not advertise. Because of our aggressive and talented sales force, we have been able to grow and expand while others were retreating and increased revenues for our municipalities.

## **LOCAL AND NATIONAL SALES**

Insite Martin Outdoor has a broad national network of advertising agencies through our national sales force team. This network will operate to ensure that Dania Beach' bus benches obtain the maximum throughput of national advertisers as the medium can garner. An important source of revenues will come from national and international advertisers who have close relationships with our sales professionals. Part of the value that we will bring to this program will stem from a capability that no competitor currently possesses. And that is a single organization directed and dedicated to marketing a cohesive, market-wide network of bus benches and other street furniture advertising, which will prove to be very desirable among advertisers, who will be able to reach the entire Dania Beach region with one campaign.

## **FOCUS ON THE BUS BENCH MEDIUM**

There is something else we bring to the selling situation, apart from our stature. And that is the five letter word f-o-c-u-s. Bus bench advertising needs focus on the part of the franchise holder. It is focus that brings maximum advertiser throughput. It is focus on the medium that yields the best possible utilization rates, both in the downtown/West LA and citywide areas. We are determined to make the Dania Beach bus bench program a top management priority and to frame it as distinctive and worthy of advertiser consideration. We recognize that without a full court-press by us, without strong focus and dedication to this medium, there will be money left on the table. Our bus bench sales strategies have resulted in consistent revenue growth in each market where Insite Martin Outdoor holds advertising franchises. We aim to do the same for the City of Dania Beach. In our view, heretofore the revenue potential of bus benches in Dania Beach has not been fully exploited. As a result rates charged to advertisers are not as high as they might be. To achieve potential gains in both rate levels and occupancy, we plan to market the bus bench inventory on a stand-alone basis which will create conditions for attractive pricing. Furthermore, as noted above, we are one of the only dedicated bus bench companies. That means that we focus only on bus benches. The results speak for themselves.

# Compensation to City

InSite Martin Outdoor, Inc. is pleased to present the following Financial Proposal to the City of Dania Beach. This revenue schedule is based approximately on 35 bus benches and 8 bus shelters. Guaranteed annual fee will be paid in advance prior to the anniversary of the contract start date.

## Bus Benches

	Year	# of Benches	Per Bench Guaranteed Revenue to City	Monthly Guaranteed Revenue to City	Annual Guaranteed Revenue to City
	1	35	\$20	\$700	\$8,400
	2	35	\$22	\$770	\$9,240
First Renewal Period	3	35	\$23	\$805	\$9,660
	4	35	\$24	\$840	\$10,080
Second Renewal Period	5	35	\$25	\$875	\$10,500
	6	35	\$26	\$910	\$10,920

## Bus Shelters

	Year	# of Benches <i>Shelters</i>	Shelter Revenue Share with City
	1	8	10% of gross revenue
	2	8	10% of gross revenue
First Renewal Period	3	8	10% of gross revenue
	4	8	10% of gross revenue
Second Renewal Period	5	8	10% of gross revenue
	6	8	20% of gross revenue

# Audited Financials - ATTACHED

# Capacity to Perform

**INSITE MARTIN OUTDOOR HAS RECORDED CONTINUOUS REVENUE GROWTH OVER THE LAST TEN YEARS, OUTPACING THE INDUSTRY AND ITS CHIEF COMPETITORS.**

As of November 30, 2011, our company owned or operated more than 9,000 advertising displays nationwide in 30 municipalities. In 2009 we generated revenues of \$2 million, representing revenue growth of 30% over the last three years.

## COMPANY DESCRIPTION

Years in business: 11 / Number of employees: 50 /  
Principal contact for Insite Martin Outdoor's city bus bench RFP response:  
Scott Martin, President  
152 Ne 167th st ; Miami, FL 33162  
t: 954-558-4973 e: scott@gobenches.com

### As a result of Superior Service, InSite Martin Outdoor has been awarded the following contracts:

City of N. Miami Beach, RFP award 1999 (renewed 2004, 2009)  
City of Miami Springs, RFP award 2000 (renewed 2005, 2010)  
City of Dania Beach, RFP award 2001  
City of Sweetwater, RFP award 2001 (renewed 2008)  
City of Dania Beach, RFP award 2002 (renewed 2007)  
City of Oakland Park, RFP award 2003 (renewed 2008)  
City of Tamarac, RFP award 2004 (renewed 2008)  
City of Lauderdale Lakes, Competitive Process 2004 (renewed 2008)  
City of Wilton Manors, RFP award 2004 (renewed 2009)  
City of Hialeah, RFP award 2005 (renewed 2009)  
Village of El Portal, Sole Source 2006  
City of North Miami, Sole Source 2006  
City of Opa- Locka, Sole Source 2006  
City of Pembroke Pines, RFP award 2008  
Town of Davie, RFP award 2009  
City of Doral, Sole Source 2009  
City of Hollywood, RFP 2008  
City of Parker, Sole Source 2009  
City of Calloway, Sole Source 2009  
City of Palatka, Sole Source 2009  
Lake County, RFP award 2010  
City of Los Angeles, CA RFP award 2011

In Addition, InSite Martin Outdoor and its corporate partners have been awarded the following national contracts:

### COLORADO

Adams County	City and County of Denver
Arapahoe County	Commerce City
Arvada	Foxfield
Broomfield	Jefferson County
Centennial	Wheat Rigde



# References & Recommendations

## ***InSite Martin Outdoor References***

Mr. Brian O'Conner  
Public Information Officer, City of North Miami Beach  
17011 NE 19th Avenue  
North Miami Beach, Florida 33162-3194  
305-948-2941  
# of Benches: 151

Mr. Jim Borgmann  
City Manager, City of Miami Springs  
201 Westward Drive  
Miami Springs, Florida 33166-5259  
305-855-4581  
# of Benches: 17

Mr. Tom Ansbro  
City Manager, City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, Florida 33004  
954-924-3610  
# of Benches: 124

Mr. Dave Womacks  
Director of Public Works, City of Oakland Park  
3650 NE 12th Avenue  
Oakland Park, Florida 33334  
954-630-4414  
# of Benches: 140

Mr. Ken McIntyre  
Building Department Director, City of Tamarac  
8191 NW 88th Avenue  
Tamarac, Florida 33321  
954-724-1250  
# of Benches: 81

Mr. Jonathan Allen  
City Manager  
City of Lauderdale Lakes  
4300 NW 36th Street  
Lauderdale Lakes, Florida 33319  
954-535-2815  
# of Benches: 64

Mr. Patrick Cann  
Director Leisure Services  
City of Wilton Manors  
2020 Wilton Drive  
Wilton Manors, Florida 33304  
954-390-2130  
# of Benches: 48

Jorge de la Nuez  
Transit Manager, City of Hialeah  
501 Palm Avenue  
Hialeah, Florida 33010  
(305) 883-5800  
# of Benches: 500

Starex Smith  
Assistant City Manager, City of Opa-Locka  
Miami, FL 33125  
(305) 953-2821  
# of Benches: 100

John O'Brian  
Transit Manager, City of North Miami  
Miami, FL 33179  
(305) 948-2900  
# of Benches: 200

Frank Lago  
Chief of Staff, City of Sweetwater  
500 SW 109th Avenue  
Sweetwater, Florida 33174-1398  
305-221-0411  
# of Benches: 50

Alfredo Riverol  
City of Dania Beach  
6130 Sunset Drive  
Dania Beach, Florida 33143

## ***Sunshine State References***

Mr. Robert Rawls  
Director of Engineering Dept., City Hollywood  
2600 Hollywood Boulevard  
Hollywood, Florida 33020  
954-921-3254  
# of Benches: 400

## ***Gold Coast References***

Darlene Valsnea  
Plantation Women's Club  
Director of the Bus Bench Project  
City of Plantation  
954-295-0754  
# of Benches: 100

Frank Desallis  
Director of Public Works  
City Of Plantation  
954-452-2535  
# of Benches: 100

Linda Owen  
Director, EASE Foundation  
Town Of Davie  
954-797-1077

Frank Porcella  
City Manager  
City of Margate  
954-935-5308  
# of Benches: 80

# References & Recommendations

Janet Randolph  
Assistant City Manager  
City of Margate  
954-935-5308  
# of Benches: 80  
Brian Donovan  
Budget Director  
City of Pompano  
954-786-0647  
# of Benches: 120

Todd Larson  
Public Works Director  
Pembroke Park  
954-966-4600  
# of Benches: 30

Kevin Walford  
Transportation Manager  
Fort Lauderdale  
954-828-5217  
# of Benches: 400

## Big Sky References

Cathy Noon  
Mayor, City of Centennial  
12503 E. Euclid Dr  
Centennial, CO 80111  
303-754-3408  
# of Benches: 100

Michael C. Holm, PE, LEED AP  
Denver Public Works  
Construction Engineer, City and County of Denver  
2000 W. 3rd Ave., 3rd Floor  
Denver, CO 80223-1027  
303-446-3639  
# of Shelters: 40-80  
# of Trash Can Ads: 500(currently negotiating)

Kevin Mc Caskey  
County Commissioner  
100 Jefferson County Pkwy, Ste 3500  
Golden CO 80419  
303-278-8294  
# of Benches: 350  
# of Shelters: 12

Jon Anderson  
Director of Public Works  
South Ogden City  
3950 S. Adams Ave  
South Ogden, UT 84403  
801-622-2700  
# of Benches: 60  
# of Shelters: In Negotiation

Jeremy Olsen

Management Analyst, City of West Jordan  
8000 Redwood Rd  
West Jordan, UT 84088  
801-569-5184  
# of Shelters: 25

Tim Parento  
Director fo Public Works  
7500 W. 29th Ave  
Wheat Ridge, CO 80033  
# of Benches: 60

Gordon Ruesik  
Director of Parks and Recreation  
8101 Ralston Rd. - PO Box 8101  
Arvada,CO 80001  
720-898-7404

## Bank References

Sabadell Bank  
18841 NE 29th Ave  
Aventura, FL 33180  
305-931-5100



# References & Recommendations



May 8, 2008

Mr. Scott Martin  
InSite Martin Outdoor  
151 Northeast 166th Street  
North Miami, FL 33162

Dear Mr. Martin:

I just wanted to let you know how much AI appreciate the service you and your company provide. Of all the many responsibilities I have, the bus benches are the one thing that I never have to worry about as you always respond and act on every inquiry in a very timely manner. You have also been supportive of City programs and events by helping promote them without hesitation.

City residents and staff are pleased with the look of the new benches and your company's work in maintaining the benches and servicing the litter bins. I look forward to continuing to work with you on the bus bench program.

If anyone would like further information, they can contact me at 305-895-8993.

Sincerely,

John O'Brien  
Transportation Planner  
Community Planning & Development Department



April 8, 2008

To Whom It May Concern:

The City of Oakland Park awarded a contract to InSite Martin Outdoor to become our Bus Bench Provider in 2003. The contract term was five (5) years till 2008 and the City recently renewed the contract for a second five year term to 2013. Throughout the term of the contract InSite Martin Outdoor has met all contract terms and maintained the bus benches in excellent condition. The contractor keeps affixed trash receptacles emptied and clean on a routine basis as specified on our contract. As administrator of the contract I have found they are very responsive to any service requests or emergency requests for excessive trash, graffiti, or replacement of a damaged bench. I would recommend InSite Martin Outdoor as a Bus Bench Provider.

Sincerely,

David C. Womacks  
Public Works Director

# References & Recommendations



April 27, 2007

InSite Martin Outdoor  
Mr. Scott Martin  
152 NE 167 Street, Suite 200  
North Miami Beach, FL 33162

Subject: Bus Bench Contract with the City of Wilton Manors

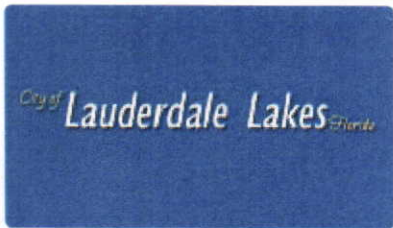
Dear Mr. Scott Martin:

I would like to extend my sincere congratulations to you and your team for doing an excellent job providing bus bench service in the City of Wilton Manors. On July 27, 2004, the City Commission approved resolution number 2792, which enables InSite Martin Outdoor to provide installation and maintenance of bus benches within the City of Wilton Manors.

The City of Wilton Manors has received many favorable comments regarding the aesthetic bus benches and the quality service of removing debris at approximately 50 locations. I have personally appreciated your responsiveness to any issues or challenges that occurred during the past three years and commend you for consistently performing admirably to the City. Thank you for assisting the City and ensuring a positive partnership during the tenure of this agreement.

Sincerely,

Patrick Cann, Director  
Leisure Services Department



April 9, 2008

RE: InSite Martin Outdoor - Letter of Reference

To Whom it May Concern:

I am writing this correspondence to inform that InSite Martin Outdoor has been contracted to perform bus bench installation at various locations throughout the City of Lauderdale Lakes community.

Some of these bus benches have been installed along the City's main corridors including State Road 7, Oakland Park Boulevard and other roadways. In addition to providing quality bus benches and advertisement services. InSite Martin Outdoor maintains all the bus benches and provides trash removal services for all bus bench locations.

Therefore, I strongly recommend that you give InSite Martin Outdoor serious consideration to provide bus bench services in your community. Should you have any questions, please feel free to contact me at (954) 535-2820.

Sincerely,

Johnathan K. Allen  
Assistant City Manager



# References & Recommendations



August 24, 2007

To whom it may concern;

I am writing this letter to inform you of the great job InSite Martin Outdoor has provided to the city of Hialeah. They were awarded the contract in 2004 to supply and install bus benches throughout the city. Since then, we have had a very strong working relationship. They are very responsive to the city's needs. Whenever we need a bus bench replaced or a new install, we simply email or call them and by that Friday it has been taken care of. I strongly recommend using this company for any and all of your bus bench needs.

Sincerely,

Jorge de la Nuez  
Transit Manager  
City of Hialeah



May 11th, 2011

**Re: Martin Outdoor Media Bus Bench Agreement**

To Whom It May Concern:

Please accept this letter as notice that as of this day, May 2<sup>nd</sup>, 2011, Martin Outdoor Media is in full compliance with the terms and conditions of their contract with the City of Opa-locka. Martin Outdoor Media is an excellent community partner and have provided exemplary service within the confines of their business with the City of Opa-locka.

Please feel free to contact Mr. Starex Smith at (305) 953-2821 with any questions or concerns regarding this matter.

Sincerely,

Starex Smith  
Assistant to the City Manager

(305) 953-2821 Office  
[(305) 953-2871 Fax  
[ssmith@opalockafl.gov](mailto:ssmith@opalockafl.gov) Email]

# Qualifications & Experience

## Qualifications of Key and Technical Personnel

*THE INSITE MARTIN OUTDOOR TEAM IS COMMITTED TO CREATING A WORLD-CLASS STREET FURNITURE PROGRAM FOR THE CITY OF Dania Beach*

As will be seen from the resumes of Insite Martin Outdoor's key staff members, our company has unusual depth of managerial experience. We also have the ample and diverse skills that these projects require: from understanding and interpreting local conditions, working with communities, hiring the most suitable engineers, manufacturing know-how, vetting local contractors. In satisfying the requirements of this RFP, it is a considerable advantage that Insite Martin Outdoor is already established in a major way in Dania Beach. We have in-depth relationships with local advertisers; we have an understanding of the political culture. If awarded the bus bench contract, we will acquire a new office and warehouse space in Dania Beach and employ additional people. All these elements will be brought to bear in the fulfillment of a project that is not lacking in complexity.

### **SCOTT MARTIN**

PRESIDENT, Insite Martin Outdoor  
1670 SW 106 TR - Davie, FL 33324

Scott attended Nova Southeastern University where his major areas of study were Advertising and Marketing. As president of InSite Martin Outdoor, he oversees the construction and placement of over 4,000 bus benches throughout Dade & Broward Counties. Scott delegates the ongoing maintenance program for the 4,000 bus benches mentioned above as well as the entire sales department which included a sales staff of fifteen account executives.

Scott is a partner with five separate outdoor advertising companies (InSite Martin Outdoor, Martin Outdoor Media, LLC, Sunshine State, Big Sky Outdoor, 20/20 Media) as a managing partner. In each sister company, Scott has been key in the acquisition of inventory and Municipal contracts. Scott's experience has enabled the Company to grow from one entity in Miami, FL operating 1,000 bus benches to three states, twenty-six municipalities, and over 2,600 advertising sites.

### **TOM COMEAU**

VP OPERATIONS, Insite Martin Outdoor  
5036 Johnson ST - Hollywood, FL 33026

Tom has a Bachelor's of Science in Business Administration - Finance degree from the University of Florida. Tom has partnered with five separate outdoor companies (InSite Martin Outdoor, Martin Outdoor Media, LLC, Sunshine State, Big Sky Outdoor, 20/20 Media) as Internal Operations Officer and managing partner. With each company, Tom has been key in the implementation of all internal processes, inventory management, sales, and office management. Tom's experience has enabled the Company to grow from one entity in Miami, FL operating 1,000 benches to 3 states, 26 municipalities, and over 2,600 advertising sites. He is committed to being the on-site general manager for this project.

### **GLEN FLUTIE**

VP MARKETING, Insite Martin Outdoor  
5330 SW 14 ST - Plantation, FL 33317

Since 1984, Glenn has provided and managed street furniture programs throughout South Florida and Georgia, during this period, along with related partners Glenn has overseen the installation of more than 800 Bus Stop Benches and 300 Bus Stop Shelters. Glenn will apply his broad knowledge of ADA requirements and installation expertise to ensure a safe and timely implementation of the installation schedule. In addition, Glenn's knowledge and understanding of the required permitting on a state and local level will greatly assist with the seamless transition from the current program to the new and improved Town of Davie Street Furniture Project.

# Qualifications & Experience

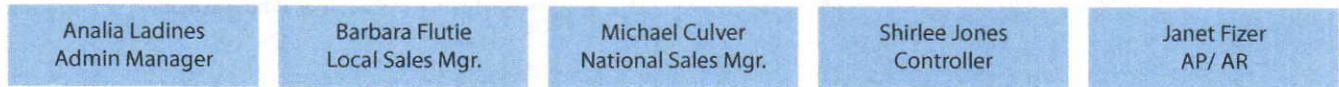
## Team Organization And Reporting Relationships

The organization chart depicted below lists key personnel that will be responsible for all aspects of the contract.

### Executive Team



### Management Team



### Support Team



# Conclusion

InSite Martin Outdoor, LLC trusts our proposal summarizes, our experience in successfully conducting similar operations in other municipalities, and clearly demonstrates our firm's credentials and abilities to service the City of Dania Beach's needs at a level far superior than that of our competitors. This, along with the services outlined below that are provided by our firm makes Insite Martin Outdoor uniquely qualified and virtually the only entity with the ability to perform the requested services and provide all of the materials to ensure that this project is a success to the City of Dania Beach.

- Aggressive Revenue Package to the City of Dania Beach
- Partnering with the City by donating 10% of all unused advertising space to be used for upcoming city sponsored events and programs.
- Web based monitoring system, allows for 24 hours a day, 7days a week accountability and monitoring of all transit bench locations.
- Unblemished track record with no litigation.

On behalf of myself and the entire InSite Martin Outdoor team, we are firmly committed to this endeavor and as President of InSite Martin Outdoor, I will personally be the representative for this project. I wish to thank you again for the opportunity to continue to enjoy a professional relationship with the City of Dania Beach. Please do not hesitate to contact me for any additional information.


Sincerely,



Scott Martin  
President

# Past Failure to Complete

InSite Martin Outdoor, LLC has never, once been awarded a contract and failed to comply or adhere to all tenets of the agreement.

  
\_\_\_\_\_  
Scott Martin - President

6/21/12  
Date

# Bankruptcy Statement

InSite Martin Outdoor, LLC has not declared bankruptcy in the last five (5) years.




Scott Martin - President

6/21/12

Date

# Insurance

Upon execution of the Contract, InSite Martin Outdoor will add the City of Dania Beach to it's current insurance policy (example below) to indemnify the City.



**SCOTTSDALE INSURANCE COMPANY \***

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**  
**SUPPLEMENTAL DECLARATIONS**

These Supplemental Declarations form a part of policy number CLS1443943

LIMITS OF INSURANCE			
General Aggregate Limit (other than Products/Completed Operations)	\$	1,000,000.00	
Products/Completed Operations Aggregate Limit	\$	Excluded	
Personal and Advertising Injury Limit	\$	1,000,000.00	any one person or organization
Each Occurrence Limit	\$	1,000,000.00	
Damage to Premises Rented to You Limit	\$	50,000.00	any one premises
Medical Expense Limit	\$	5,000.00	any one person

DESCRIPTION OF BUSINESS			
Form of business: Corporation			
Business Description: Outdoor Advertising Sign Company			
Location of all premises you own, rent or occupy: See Form CL170			

CLASSIFICATION AND PREMIUM					
Classification	Code No.	*Premium Basis	Rate Pri/Ops Prod/Comp Ops	Advance Pri/Ops	Premium Prod/Comp Ops
See Form CL 170				\$	\$

FORMS AND ENDORSEMENTS (other than applicable forms and endorsements shown elsewhere in the policy)	
Forms and endorsements applying to this Coverage Part and made part of this policy at time of issue. See Attached Schedule of Endorsements	

\* (a) Area, (c) Total Cost, (m) Admission, (p) Payroll, (s) Gross Sales, (u) Units, (o) Other

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMERCIAL LIABILITY DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED POLICY

CLS-SEL-1 (8/01)

# Attachments - ATTACHED



June 14, 2012

**CITY OF DANIA BEACH  
RFP #12-013  
INSTALLATION AND MAINTENANCE OF BUS BENCHES,  
BUS SHELTERS OR BOTH**

**ADDENDUM 1**

*Question 1: In reading the RFP, there is no specific way as to how the City would like to see the revenue. And, since there is no real way to know how many benches and shelters can and will be installed, is it acceptable to have a per bench/shelter rate per month? (for example: per bench revenue to the City per month and per shelter revenue to the City per month.)*

Answer: Yes

*Question 2: Do I need to turn in Exhibit 6 "Performance Bond"? Please clarify.*

Answer: Bidders do not need to complete this form. This form will be used upon contract award.

EXHIBIT "FOUR"

CITY OF DANIA BEACH, FLORIDA

Sworn Statement Under Section §287.133(3)(a), Florida Statutes  
Florida Statutes on Public Entity Crimes

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, Proposal or Contract No. 12-013
2. This sworn statement is submitted by: In Site Martin Outdoor LLC  
(name of entity submitting sworn statement)

its business address is: 150 NW 70 Ave  
Plantation FL

Federal Identification Number (FEIN) is: 45-261-2947  
(if applicable)

Social Security Number: \_\_\_\_\_  
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: Scott Martin  
(PRINT NAME of individual signing this document)

and my relationship to the entity is: President  
(President, General Partner, etc. as applicable)

4. I understand that a "public entity crime" as defined in §287.133(1)(g), of the 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 with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph §287.133(1)(b), of the 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, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as "No Contest").

6. I understand that an "affiliate" as defined in Paragraph §287.133(1)(a), of the Florida Statutes means:

(a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or

(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, shall 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 thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph §287.133(1)(e), Florida Statutes, means any natural person or any 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 bid on contracts 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.

8. Based on information and belief, the statement which that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):

Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members or agents who are active in 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 and (Please, now indicate which additional statement below applies):

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

\_\_\_\_\_ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

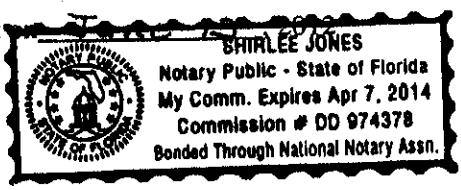
Signed, sealed and delivered  
in the presence of:

Sharon Darvall  
Signature  
Sharon Darvall  
PRINT Name  
Tracy A. Moulton  
Witness  
Tracy A. Moulton  
PRINT Name

Scott Martin  
Signature  
President  
Title

STATE OF FLORIDA  
COUNTY OF Broward

Before me, the undersigned Notary Public, personally appeared Scott Martin who is/are personally known to me or who produced personally known as identification and such person(s) is/are the person(s) who executed the foregoing document for the purpose expressed in it



Shirlee Jones  
Notary Public,  
Shirlee Jones  
PRINT Name of Notary Public

My Commission expires: 04-07-2014

EXHIBIT "FIVE"

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF Broward

Scott Martin, being first duly sworn, deposes and says that:

1 He/She is the President of InSite Martin Outdoor the Vendor that has submitted the attached Proposal.

2 He/She is fully informed with respect to the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.

3 Such Proposal is genuine and is not a collusive or sham Proposal.

4 Neither the Vendor 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 Vendor or person to submit a collusive or sham Proposal in connection with the Project for which the attached Proposal has been submitted; or to refrain from submitting a proposal in connection with such Project; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor or person to fix the price or prices in the attached Proposal or of any other Vendor, or to fix any overhead, profit or cost elements of the Proposal price or the Proposal price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Dania Beach, Florida, or any person interested in the proposed Project.

5 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 Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this Affiant.

  
Signature of Affiant

Scott Martin  
Print Name of Affiant

President  
Title

Dated: 6/13/12, 2012

Employment, the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, et seq. and the Florida Building Code. The City reserves the right to confirm compliance by a Vendor with the various laws. Failure to comply with any laws will be grounds for termination of the Agreement.

- b) Payment shall be made to the City on a monthly basis.
- c) The successful Vendor shall not sell, assign or transfer any interest in the Agreement without the prior written consent of the City.
- d) The law of the State of Florida shall govern this Contract. The Contract is not subject to arbitration. The parties shall submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to the Contract. Venue of any action to enforce the Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with the Contract. The parties understand and agree that this waiver is a material contract term.
- e) All claims, counterclaims, disputes and other matters in question between City and Vendor arising out of, relating to or pertaining to the Contract, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts. In any litigation, the parties agree to each waive any trial by jury of any and all issues.
- f) All Proposals received from Vendors in response to this RFP will become the property of the City and will not be returned to the Vendor. In the event of an award, all documentation produced as part of the Agreement shall become the exclusive property of the City.

## **21.0 OTHER AGREEMENT REQUIREMENTS**

**21.1** The Vendor selected will enter into an Agreement with the City that will also contain various provisions including, but not limited to the following:

- a) Scope of services as defined within this RFP;

- b) Key personnel provision;
- c) The terms and conditions as outlined in this RFP.

*Scott Martin*  
Signature of Proposer

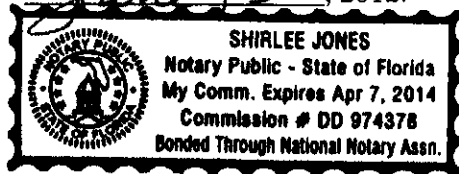
SCOTT MARTIN  
PRINT Name

President  
Title

STATE OF FLORIDA  
COUNTY OF Broward

I CERTIFY that on June 13, 2012, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Scott Martin, as the President on behalf of InSite Martin Outdoor, LLC, a Florida \_\_\_\_\_, who is personally known to me (or who produced personally known as identification), who executed the foregoing instrument and acknowledged before me that such person executed the same, and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid on June 13, 2012.



*Shirlee Jones*  
NOTARY PUBLIC, State of Florida

Shirlee Jones  
PRINT Name of Notary Public

My commission expires: 4-07-2014