

**ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
TRANSIT ADVERTISING FOR ESCAMBIA COUNTY AREA TRANSIT
SPECIFICATION PD 10-11.019**

• **HOW TO SUBMIT YOUR PROPOSAL**

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

** Documents submitted with Proposals are to be on the forms provided in the Request for Proposal and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- PROPOSAL FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)

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THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- ATTACH CURRENT DUN & BRADSTREET FINANCIAL REPORT INCLUSIVE OF DUN & BRADSTREET RATING OR OTHER EVIDENCE OF FINANCIAL STABILITY
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)
- WRITTEN OPINION OF AN ATTORNEY FROM A FOREIGN STATE AS TO BID PREFERENCES
- CERTIFICATION AND ACKNOWLEDGEMENT LETTER FOR THE RETURN OF CDs AND COPIES OF BUILDING PLANS EXEMPT FROM PUBLIC RECORDS LAW

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSAL, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE

HOW TO SUBMIT A NO PROPOSAL

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "**REASON FOR NO BID**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
PROPOSAL ONLY. DO NOT RETURN WITH YOUR PROPOSAL**

**ESCAMBIA COUNTY
FLORIDA**

**REQUEST FOR PROPOSALS
TRANSIT ADVERTISING FOR ESCAMBIA COUNTY AREA TRANSIT**

SPECIFICATION NUMBER PD 10-11.019

PROPOSALS WILL BE RECEIVED UNTIL: 3:00 p.m., CST, Tuesday, March 15, 2011
PRE-PROPOSAL CONFERENCE & WALK-THRU: 10:00 a.m., CST, Tuesday, February 15, 2011 at the
Escambia County Area Transit (ECAT) located at 1515 West Fairfield Drive Pensacola, Florida 32501

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

**Kevin W. White, Chairman
Wilson B. Robertson, Vice Chairman
Grover Robinson, IV
Gene Valentino
Marie K. Young**

**From:
Claudia Simmons, CPPO
Purchasing Manager**

Procurement and Technical Assistance:

Joe Pillitary
CPPB, CPPO, Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4805

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)
- Request for Proposals Response Format.

Part A Summary

Part I General Information

- 1-1 Purpose
- 1-2 Objective
- 1-3 Issuing Officer
- 1-4 Contract Consideration
- 1-5 Rejection
- 1-6 Inquiries
- 1-7 Addenda
- 1-8 Schedule
- 1-9 Proposal Content and Signature
- 1-10 Negotiations
- 1-11 Recommended Proposal Preparation Guidelines
- 1-12 Prime Contract Responsibilities
- 1-13 Disclosures
- 1-14 Delays
- 1-15 Work Plan Control
- 1-16 Method of Payment

Part II Information Required from Contractors

- 2-1 Proposal Format and Content
- 2-2 Introduction
- 2-3 Experience/Qualifications/References
- 2-4 Project Approach and Understanding
- 2-5 Key Personnel
- 2-6 Revenue Proposal

Part III Criteria for Selection

Part IV Scope of Work

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL**
SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

JOE PILLITARY, CPPB, CPPO

Purchasing Coordinator

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

Request for Proposal

**TRANSIT ADVERTISING FOR
ESCAMBIA COUNTY AREA TRANSIT**

SOLICITATION NUMBER: PD 10-11.019

SOLICITATION

MAILING DATE: Monday, January 31, 2011

PRE-BID CONFERENCE and WALK-THRU: 10:00 a.m, CST, Tuesday, February 15, 2011 at 1515 West Fairfield Drive
Pensacola, FL 32501

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CST, Tuesday, March 15, 2011 and may not be withdrawn within 90 days
after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

BID BOND ATTACHED \$ _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

THIS SECTION IS LEFT BLANK INTENTIONALLY

APPENDIX A

PROPOSAL FORM

Specification Number PD 10-11.019

Transit Advertising for Escambia County Area Transit

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

The undersigned, Hereinafter called "Proposer", having familiarized himself with the nature and scope of the work, and having carefully developed and acceptable method of providing services as described herein shall provide the services for the proper execution of contract number PD 10-11.019 at the proposed rate of return stated within the proposal, subject to negotiations and final and best offers.

_____ % of Gross Revenue from Internal and External Bus Advertising

_____ % of Net proceeds from Ride Guide Advertising

_____ % of Net proceeds from Fare Card Advertising

Estimated annual revenue from all Transit Advertising for year 1 ___ \$ _____

Proposer: _____

By: _____

Signature: _____

Title: _____

Address: _____

[CORPORATE SEAL]

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

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, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(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 bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(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 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(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control 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 36 months shall be considered an affiliate.

c. 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 binding contract and which bids or applies to bid 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.

d. 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**)

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 THOROUGH 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 _____

Notary Public - State of _____

My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in 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 are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

- _____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- _____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____
Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Proposal Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD10-11.019, "Transit Advertising for Escambia County Area Transit", Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

2. **Procurement Questions**

Procurement and Technical questions may be directed to Joe Pillitary, CPPB, CPPO, Purchasing Coordinator, Telephone: (850) 595-4878 Fax: (850) 595-4805, or email Joe.Pillitary@co.escambia.fl.us

3. **Proposal Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Proposal Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted. The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

4. **Pre-Solicitation Conference and Walkthrough**

All interested parties are invited to attend a non-mandatory pre-solicitation conference and Walk-thru at the Escambia County Area Transit located at 1515 West Fairfield Dr., Pensacola, Florida 32501 Tuesday, February 15, 2011 commencing at 10:00 a.m., CST. At this time, the Board's representative will be available to answer questions relative to this Solicitation. Any suggested modifications may be presented in writing to, or discussed with, the Board's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Solicitation.

5. **Inspection of Facilities**

It is the offeror's responsibility to become fully informed as to where items are to be installed and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangements for offeror's inspection of facilities and/or activity schedules may be secured from Chris Westbrook, Finance Director, Telephone: (850) 595-3228 ext. 217. Failure to visually inspect the facilities may be cause for disqualification of your offer.

6. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosiveness and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

7. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night. The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

8. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

9. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

10. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

11. **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile, Garagekeepers Coverage and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Garagekeepers Coverage (Legal Liability Form)

Garagekeepers Liability insurance is to be purchased to cover the Other Party's liability for damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Other Party. This form of coverage responds only when the Other Party is legally liable for the loss.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Joe Pillitary, Purchasing Coordinator
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

12. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

REQUEST FOR PROPOSALS RESPONSE FORMAT

PART A SUMMARY

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking proposals from qualified and experienced advertising firms to utilize the potential of Escambia County Area Transit buses as an advertising medium, and to also use other related media such as the Rider's Guide Book and fare cards. It is the intent that the successful proposer will market advertising to the general public with the idea that their advertising will be seen throughout the county through the use of painted and directly applied vinyl advertising copy to the exterior of the buses, interior styrene signs, the rider's guide, and bus passes. The average annual revenue to the County realized from the contract for Transit Advertising over the past three years is \$45,000. The goal of the Board of Commissioners is to move forward with proposals to increase the annual revenue from Transit Advertising by 100%.

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

1-2

OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor to market transit advertising that is most advantageous to the County.

1-3

ISSUING OFFICER

The project Director shall be Larry Newsom, Asst, County Administrator. The liaison officer shall be Kenneth Gordon, Director Escambia County Area Transit. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32597-1591.

1-4

CONTRACT CONSIDERATION

It is expected that the contract shall be a **prepared** after negotiation. This proposal shall be the basis of the negotiations. The term of the contract shall not exceed five (5) years.

1-5

REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6

PROCUREMENT AND TECHNICAL QUESTIONS

Procurement and Technical questions may be directed to Joe Pillitary, CPPB, CPPO, Purchasing Coordinator, Telephone: (850) 595-4878 Fax: (850) 595-4805, or email Joe_Pillitary@co.escambia.fl.us **No later than 5:00 p.m., CST., March 4, 2011.**

1-7

ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8

SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

- A. Mailing date of proposals...**Monday, January 31, 2011**
- B. Pre-proposal conference & Walk-thru.....**Tuesday, February 15, 2011**
- C. Receipt of proposals..... **3:00 p.m., CST, Tuesday, March 15, 2011**
- D. Review of proposals..... **Tuesday, March 22, 2011**
- E. Board of County Commissioners approval.....**Thursday, May 5, 2011**

1-9 **PROPOSAL CONTENT AND SIGNATURE**

One original and one (1) CD or DVD of the proposal shall be required with all copies having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration.

1-10 **NEGOTIATIONS**

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 **RECOMMENDED PROPOSAL PREPARATION GUIDELINES**

All contractors shall provide a straight-forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals.

1-12 **PRIME CONTRACT RESPONSIBILITIES**

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 **DISCLOSURE**

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 **DELAYS**

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 **WORK PLAN CONTROL**

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 **METHOD OF PAYMENT**

Payment schedule and basis of payment shall be negotiated. The contractor will be required to provide financial surety or letter of credit to establish reasonable assurance of meeting contractual financial obligations to the County,

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT:

Format

Proposals should be typed, double spaced and submitted on 8 ½” x 11” size paper, using a single method of fastening (e.g., stapled, binder, etc.). Proposals should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.

Table of Contents

Proposals should contain a Table of Contents. The Table of Contents outlines in sequential order, all of the areas of the proposal and it allows for clarity and ease of review of the proposal.

Letter of Transmittal

Proposals should contain a Letter of Transmittal addressed to Mr. Joseph Pillitary, CPPB, CPPO, Purchasing Coordinator, and should, at a minimum, contain the following:

- 2.1.1 Identification of Proposer, including name address and telephone number.
- 2.1.2 Proposed working relationship between proposer and subcontractors, if applicable.
- 2.1.3 Name, title, address and telephone number of contact person during period of proposal evaluation.
- 2.1.4 Signed by a person authorized to bind proposer to the terms of the proposal.

Technical Proposal

Proposals shall contain all of the documents listed below, each fully completed, signed, and notarized as required. Failure of a proposer to provide the required information is considered sufficient cause to deem the proposal non-responsive.

The item(s) marked by an asterisk (*) should be a part of the proposal; however, if these items are omitted, the proposer must submit the item(s) upon request from the County within a time frame specified by the County (normally within two working days of request) or the proposal shall be deemed non-responsive. All other items must be submitted with the proposal or it shall be deemed non-responsive.

Notwithstanding these submittal requirements, the County reserves the right, at its sole discretion, to waive any minor irregularity relating to the proposal. Upon request, it shall be the responsibility of the proposer to address the determined minor irregularity within a time frame specified by the County (normally within two working days of request). Failure of a proposer to provide the required information within the specified time frame is considered sufficient cause to deem the proposal non-responsive.

2-2 INTRODUCTION

ECAT is the COUNTY's public transit system, operating out of its Fairfield Drive facility. This facility is located at 1515 West Fairfield Drive, Pensacola, FL. 32501.

ECAT has a fleet of 37 buses within the urban and rural areas of Escambia County Florida. ECAT uses a mix of 30-foot, and 35-foot transit style intercity buses. Approximately 80% of the buses identified above will be available for the placement of both external and internal advertising. The remainder of the fleet will be available for internal advertising only. ECAT fleet's annual mileage exceeds 1 million miles with transit ridership of approximately 1.1 million.

The COUNTY previously had a contract for exterior bus advertising that expired December 31, 2010. The contract included direct application of vinyl advertising media to the buses as well as painted advertising. These application methods have been well received, and it is the COUNTY's desire to continue with this medium. The County is open to innovative marketing strategies with the goal of increasing revenue from Transit Advertising. The County intends to set revenue targets as part of the contractual agreement and those targets are to include yearly increases in revenue.

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 Experience/Qualifications/Background/References Information

2.3.1 Each proposer shall submit a detailed statement of their experience, qualifications, and background for providing transit advertising services (interior and exterior of the buses, rider's guide book, and bus passes).

*2.3.2 Each proposer should submit a minimum of three (3) references demonstrating the successful provision of transit advertising services within the past three (3) years.

Each reference should include the following:

2.3.2.1 Name of client company, contact names, addresses, telephone/fax numbers, dollar amount of contracts and dates of service.

2.3.2.2 Scope of Work, types of services performed and number of full-time staff provided.

2.3.3. Type of compensation provided (monthly, yearly, percentage of revenue or any combination thereof).

2-4 Project Approach/Understanding Information

The proposer shall provide a detailed narrative description of its approach and methodology for implementing a transit advertising service including, but not limited to, the following:

2.4.1 Overview of the project tasks to be performed

2.4.2 County/ECAT resources, which will be required to conduct the services.

Proposers shall provide a comprehensive narrative proposal that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's financial goals in the form of a proposed plan for generating advertising revenue and a estimated annual amount of revenue for year one and beyond.

2-5 Key Personnel/Operations Information

The proposer shall provide:

2.5.1 An Organizational Chart identifying the structure of firm.

2.5.2 A list of the key personnel assigned to the project, and submit a complete resume detailing their experience, education, expertise, qualifications, and knowledge of the project.

2.5.3 A description of the role of each staff member who will be responsible for handling and monitoring the contract.

2.5.4 The proposer shall identify projects of similar nature in which each staff member has been involved.

2.5.5 The proposer shall include their "Corporate Advertising Policy". This policy shall address the County's desire to meet the intent of the law (First Amendment) and also meet the demands of the County when it comes to any disputes as to advertising content and the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's financial goals.

2-6 REVENUE PROPOSAL INFORMATION

The proposer shall submit a Revenue Proposal Appendix A, filled out, signed, with either a corporate seal affixed or notarized. The proposer shall indicate the amount of revenue to be paid to the County during the contract term, based on the percentage (%) of the proposer's gross revenues.

2-7 ADDITIONAL INFORMATION

Information considered by the proposer to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

- 4.1.1 Aggressive sales of advertising display space in and on ECAT buses, rider's guide books and bus passes.
- 4.1.2 Billing for and collection of sold advertising space.
- 4.1.3 Preparation and submittal of related financial and operating reports.
- 4.1.4 Placement and maintenance of advertising materials and all related operations including preparation of advertising materials for installation, scheduling of work and removal of expired materials.
 - 4.1.5 The CONTRACTOR shall make every attempt to keep all advertising space filled at all times. Those spaces not filled by paid advertising shall be filled in the following order of priority:
 - 4.1.5.1 Public transit advertising information or advertisements.
 - 4.1.5.2 Other COUNTY department's information or advertisements.
 - 4.1.5.3 Public Service Announcements.
- 4.1.6 The CONTRACTOR shall maintain an adequate inventory of ECAT transit information and promotional materials that shall be printed and provided at the COUNTY's expense and installed by the CONTRACTOR. The COUNTY shall not be liable for payment to the CONTRACTOR if the COUNTY produces, installs and removes interior advertising material. Any use of unsold advertising space may be pre-empted by cash sales.
- 4.1.7 All advertising materials, advertisements and manner of presentation shall be subject to prior approval by the ECAT Project Manager. The CONTRACTOR shall not place advertising, which is libelous, slanderous, obscene, salacious, or unlawful. Advertising, advertisements, or a manner of presentation, which negatively impact the transit system is not permitted. The COUNTY prohibits the use of advertising for tobacco, liquor of any type, political messages, or any other advertising the content of which the COUNTY determines to be inappropriate. The COUNTY is committed to that which is in the best interest of its residents.
- 4.1.8 The goal of the transit advertising program is to earn revenue from long- term commercial advertising placed by the CONTRACTOR.
- 4.1.9 The CONTRACTOR'S advertising standards shall be incorporated into any resulting contract and shall be made a part hereof. The CONTRACTOR shall solely be responsible for the implementation and enforcement of said advertising standards. CONTRACTOR shall not modify or amend its advertising standards, which are to be submitted with the proposal as requested above and shall become a part of this contract, without first obtaining the prior written consent of the COUNTY. This may require an Amendment to the contract prior to implementation.
- 4.1.10 At his/her sole discretion, the ECAT Project Manager, may by written notice to the CONTRACTOR, disapprove at any time, any items found to be in violation of the standards stated in Section 4.4.10 above. As soon as practicable, but in no instance more than five (5) days after receipt of written notice, the CONTRACTOR, at its sole cost and expense, shall remove from COUNTY property any item which is not approved. Any items previously approved, which may subsequently be considered objectionable by the ECAT Project Manager shall likewise be removed after written notice to the CONTRACTOR by the ECAT Project Manager.

- 4.1.11 If the disapproved material is not removed within the time prescribed, the ECAT Project Manager may cause said material to be removed and the CONTRACTOR shall pay all costs and expenses incurred to have said material removed. The COUNTY shall not be liable for any damages in connection therewith. Refusal by the CONTRACTOR to remove said material shall be considered a default of this contract, which shall then be considered as waived by the corrective action on the part of the COUNTY including reimbursement of all costs and expenses to the COUNTY.
- 4.1.12 If after prior ECAT approval the ad content is subsequently deemed to be unacceptable, the CONTRACTOR shall have the capability to recoup its costs for production and installation of the disapproved material. The CONTRACTOR shall have the right to deduct these amounts from their monthly payment to the COUNTY.
- 4.1.13 The amount of advertising space that the CONTRACTOR may use to advertise any one category or product shall be limited to no more than thirty percent (30%) of the total advertising space inventory at any given time.
- 4.1.14 The space directly behind the driver's seat (bulkhead) in the interior of each bus shall be reserved for ECAT use only.
- 4.1.15 All dated messages, or messages featuring a special event shall be removed within seven (7) days of the date shown on the advertisement or date of the event.
- 4.1.16 The CONTRACTOR agrees to make reasonable efforts to display advertisements of local manufacturers, merchandisers, attractions, and providers of services. The CONTRACTOR shall not require such individuals or businesses to contract for advertising devised at locations other than those covered under this contract.
- 4.1.17 Notwithstanding anything contained in this contract, the CONTRACTOR shall at all times comply with any policy, program, rule, ordinance or resolution adopted or enacted by the COUNTY, and as may be amended from time to time, relating to the COUNTY'S policy on advertising/speech on ECAT'S bus fleet. In the event that the COUNTY shall determine that no public service announcements may be made and/or that only commercial speech shall be permitted, the CONTRACTOR shall adhere to and enforce the COUNTY'S policy and shall take all steps necessary to remove any non-conforming advertisements, statements, exhibits, etc.

4.2 COMPENSATION TO THE COUNTY

- 4.2.1 The CONTRACTOR shall pay as compensation to the COUNTY, without set off, deduction, diminution, reduction, abatement or counterclaim, except as expressly provided herein, the greater of the following:
 - 4.2.1.1 The percent of the CONTRACTOR's gross advertising revenues as defined below and as specified in the contractor's Revenue Proposal during the entire term of this contract.
- 4.2.2 The gross advertising revenues referred to above shall be the gross revenues derived by the CONTRACTOR, or any subsidiary, affiliate, agent, assignee, contractor, licensee, transferee or lessee of the CONTRACTOR from the display of advertising material on or in the buses, rider's guide books, and bus passes herein authorized, whether actually received by the CONTRACTOR, an account receivable, or otherwise. The gross revenues shall be calculated on the basis of total amounts contracted for by the advertisers for the display of advertising materials, whether paid directly to the CONTRACTOR, to a subsidiary or affiliate of the CONTRACTOR, or to a third party. Agency fees or any other fees, whether actually paid by the CONTRACTOR or whether

deducted from the amount of revenue received by the CONTRACTOR shall not be deducted from gross advertising revenues. The gross revenues shall include any amount, the equivalent of which the CONTRACTOR, a subsidiary or affiliate of the CONTRACTOR, or a third party may have received from the advertiser in the form of materials, services, or other benefits, tangible or intangible. All agreements made by the CONTRACTOR in connection with the display of advertising material on or in said buses, rider's guide books, and bus passes shall provide that the U.S. Department of Transportation, the Comptroller General, the COUNTY, or ECAT shall have access to the books of account and records of all parties to such agreements for the purpose of ascertaining the correctness of gross advertising revenues.

- 4.2.3 The CONTRACTOR agrees to use its best efforts to obtain the fair market value for the display of advertising material on or in the buses, rider's guide books and bus passes.
- 4.2.4 The CONTRACTOR agrees to include in all its contracts for the display of advertising material on or in the buses, rider's guide books, and bus passes a standard provision requiring that should the CONTRACTOR be held in default under this agreement, the CONTRACTOR shall assign and transfer to the successor contractor all contracts for advertising on or in buses, rider's guide books, and bus passes, and such contracts shall thereupon become the property of the successor contractor. In the event of termination of this contract in its normal course, or termination for convenience, for the period of up to twelve (12) months or the expiration of the advertising content contract, following such termination, the successor contractor shall pay to the incumbent CONTRACTOR twenty percent (20%) of the gross income from such contracts that extend beyond the expiration date of this contract.
- 4.2.5 Compensation shall be sent to ECAT monthly within ten (10) days after the end of the month except in the case of the last payment when compensation shall be paid within thirty (30) days after the termination, cancellation or expiration of this contract. Each payment shall be based on the gross receipts for the month immediately preceding the date of payment. In the event that the percentage of the gross receipts results in an amount less than the minimum monthly payment, then compensation for that month shall be the minimum monthly payment.
- 4.2.6 Payments of compensation made by the CONTRACTOR to ECAT pursuant to the provisions of this contract shall not be considered in any manner to be in the nature of a tax, but shall be in addition to all taxes of whatsoever kind or description which are now or which may thereafter be required to be paid by any ordinance or local law of Escambia County Florida or any Municipality or City within the COUNTY, or any law of the State of Florida or any law of the Federal Government of the United States. Payment of compensation shall be in addition to any permit fees required by law.
- 4.2.7 The County will require an annual target for minimum revenue from this contract. The County maintains the right to terminate based on any revenue shortfalls against this target. The County may offer incentives for annual amounts above the stated target.
- 4.2.8 The Contractor shall pay the County the specified percentage of gross revenue plus a % administrative fee, subject to negotiation and final and best offers.
- 4.2.9 In the event the CONTRACTOR fails to pay any of the monies required to be paid under this contract within thirty (30) days after same shall become due, interest at the rate of 1.5% per month, or eighteen percent (18%) per annum shall accrue against the delinquent payment(s) from due date until same are paid. Implementation of this provision shall not preclude the COUNTY from terminating this contract for default for nonpayment, or from enforcing any other provisions contained herein.

4.3 REPORTS

- 4.3.1 The CONTRACTOR shall maintain, during the term of this contract and for a period of three (3) years after this contract, completion books of accounts and records hereinafter referred to as “Records” customarily used in this type of advertising program, including, but not limited to, balance sheets, and profit and loss statements. These Records shall be in conformity with generally accepted accounting principles. All such Records shall be kept at all times within Escambia County Florida or shall be made available in Escambia County Florida within seventy-two (72) hours of written notice. The Escambia County Florida Budget Office or its successor, the external auditing firm of the COUNTY, and all appropriate State and Federal auditing personnel shall be permitted to audit and examine all such Records relating to this contract without limitation to time or frequency, during the term of this contract, or any extension thereof (if applicable), and at any time within three (3) years of the termination of this contract.
- 4.3.2 On or before the tenth (10th) day following the end of each calendar month throughout the term of this contract or any extension thereof, the CONTRACTOR shall furnish to the ECAT Project Manager a report of gross billings during the preceding month. This report shall be in the form prescribed by the ECAT Project Manager, and shall be signed by the CONTRACTOR certifying the accuracy of such gross billings.
- 4.3.3 On or before the twentieth (20th) day following the end of each calendar month throughout the term of this contract, or any extension thereof, the CONTRACTOR shall furnish to the ECAT Project Manager, a report indicating: display type; total space availability; total space sold; advertisement expiration date(s); and total space used for public service advertisement.
- 4.3.4 The CONTRACTOR shall, within ninety (90) days of each anniversary date of this contract, submit to the ECAT Project Manager, a report prepared and signed by an independent Certified Public Accountant, as to the CONTRACTOR’s operations under this Contract. Said report shall be prepared in conformance with the American Institute of Certified Public Accountants’ requirements for special reports. The first such report shall contain twelve (12) full calendar months of operation and any fraction of the first month. The last such report shall include the last day of operation.
- 4.3.5 Prior to commencement of operations under this contract, the CONTRACTOR is required to secure in writing, from Escambia County Florida Budget Office, or its successor, approval of records used for the purpose of temporarily or permanently recording the operations of the CONTRACTOR under this contract.
- 4.3.6 ECAT shall provide weekly reports to the CONTRACTOR. The report shall provide information including vehicle availability and a proposed vehicle retirement schedule.
- 4.3.7 The CONTRACTOR shall provide weekly reports to ECAT. The report shall provide information as to availability of advertising space, the types of advertising by type/category installed, location on the bus, bus number and expiration date of the advertising.
- 4.3.8 Completion Reports: The CONTRACTOR shall furnish to the ECAT Project Manager, completion reports indicating all installations and removals of advertisements within ten (10) days of completion. This report shall indicate the name of the advertiser and agency, the type of display, actual number of advertisements installed and/or removed, date of installation and/or location of the advertising device (i.e., bus number, street or passenger side, etc.).

4.4 RATES

- 4.4.1 The CONTRACTOR shall establish rates and charges of the rental of advertising space in/on buses. All rates and charges shall be subject to review and prior written approval by the ECAT Project Manager. Rates and charges, including any long-term discount to be offered (e.g.; three- month, six-month, twelve-month rate), that will be effective from the commencement of this contract and for a period of at least one (1) year, shall be submitted to the ECAT Project Manager, within ten (10) days from award of this contract. Subsequent rate adjustments shall be effective on the first day of a calendar month for which the CONTRACTOR has proposed an adjustment.
- 4.4.2 Request for rate adjustments shall be submitted to the ECAT Project Manager, in writing no later than ninety (90) days prior to the requested effective date of the increase. In any case, only one (1) rate adjustment shall be permitted within any twelve (12) month period.
- 4.4.3 The COUNTY recognizes that the sale of advertising display space is frequently subject to negotiation. Therefore, the CONTRACTOR may enter, with the ECAT Project Manager's prior approval, into advertising contracts which deviate from the approved sales rate provided that the deviation is within normal and customary practices of the advertising industry. The ECAT Project Manager, at his sole discretion, reserves the right to require cancellation of any contract which does not conform to the approved sales rates or allowable deviations there-from.
- 4.4.4 The CONTRACTOR shall provide a price list to ECAT intended solely for ECAT's use. The price for the various types/categories shall be limited to the CONTRACTOR's cost for production, installation and removal of the advertising media. The CONTRACTOR's price list shall contain the price the COUNTY will pay for all advertising media. The price list may be modified annually to reflect increases in labor and materials. The CONTRACTOR shall provide sufficient evidence to support any requested increases.

4.5 BUS ADVERTISING MEDIA

- 4.5.1 Exterior media shall be paint, or a 3M/equivalent approved vinyl that is either removable or changeable on fleet vehicles. Any change of vinyl product used must be approved by the ECAT Project Manager.
- 4.5.2 Interior media shall be Styrene
- 4.5.3 **Regardless of the applications, the system name must always remain visible above the passenger windows.**

4.6 MAINTENANCE BY CONTRACTOR

- 4.6.1 The CONTRACTOR shall not deface or damage any COUNTY property or deposit or scatter any rubbish, waste or litter caused by any of its representatives or employees during the performance of this contract.
- 4.6.2 The CONTRACTOR will maintain all advertising devices and keep them in good repair and free of graffiti at all times. The CONTRACTOR will take remedial action on any damage or graffiti complaints within twenty-four (24) hours of verbal notification by the ECAT Project Manager. Without notice to the CONTRACTOR, the ECAT Project Manager, reserves the right to immediately cause the removal of any device or copy which may be hazardous or offensive to the public.

- 4.6.3 The CONTRACTOR shall reimburse the COUNTY for the cost of repairs for any damage to the bus or any other property, which is caused by the CONTRACTOR, its employees, and agents or during the installation or removal of any advertising media. The cost of the repairs shall include all material and labor. Labor cost shall be at the current rate plus fringe benefits.

4.7 MANAGEMENT OF PRE-EXISTING ADVERTISING CONTENT CONTRACTS

- 4.7.1 The successful CONTRACTOR is required to provide management services for all advertising contracts entered into by the prior CONTRACTOR which are scheduled to continue beyond the starting date of the CONTRACT resulting from this RFP. This will include maintaining the advertising media, servicing the account as if the CONTRACTOR was the original seller of the material, collection payments from the client, reporting to and paying ECAT collection made and removing the advertising when the advertising contract expires.
- 4.7.2 Any replacement contractor will be required to provide management services for these pre-existing content contracts. The management activities shall include maintaining the advertising media, servicing the account as if the contractor was the original seller of the advertising content contract, collecting payments from the client, reporting to ECAT collections made and removing the advertising media when the advertising content contract expires.
- 4.7.3 Upon termination of this contract, CONTRACTOR agrees to assign to its successor advertising contractor, all active advertising content contracts on COUNTY's buses and such content contracts shall thereupon become property of the successor advertising contractor.
- 4.7.4 It is understood that the CONTRACTOR will be the third party beneficiary to certain percentages of advertising revenues and unamortized production costs that will be collected by the successor advertising contractor after the termination of this contract.
- 4.7.5 The successor advertising contractor, agrees to pay CONTRACTOR, on collection, 20% of the gross advertising space revenue from such advertising content contracts that extend beyond the termination of this contract, plus all unamortized production costs of such advertising content contracts.
- 4.7.6 Following the termination of this contract, payments to CONTRACTOR by the successor advertising contractor shall continue for a period of twelve (12) months or until such surviving advertising content contracts expire, whichever is earlier.
- 4.7.7 Notwithstanding anything contained in this provision, the RFP or the resultant contract, COUNTY shall not be obligated to collect any revenues due under this provision or to enforce this provision for CONTRACTOR's benefit and CONTRACTOR shall have no claim or cause of action, legal or equitable, against COUNTY should the COUNTY refuse, neglect or fail to collect or receive, in whole or in part, said revenues. This provision is intended solely to make CONTRACTOR an intended third party beneficiary with the right to enforce this provision against the successor advertising contractor, at its sole cost and expense and for its own benefit, and shall be construed for no other purpose.
- 4.7.8 The COUNTY agrees to include the forgoing contract assignment and third party payment obligations in any follow-on solicitation or contract for bus advertising services for the COUNTY.

4.8 PRINTING OF ECAT RIDER'S GUIDE BOOKS

Commencing January 2012, and each year thereafter, the CONTRACTOR shall print and provide to ECAT the Rider's Guide Book for use by the ECAT. The CONTRACTOR shall provide ECAT with camera ready ad copy by October 1st of each year (*first year being 2011*), and ECAT will provide completed layouts for the guide to the CONTRACTOR by December 7th. The CONTRACTOR shall deliver 200,000 Rider's Guide Books within three (3) weeks after receipt of the completed layouts to a location designated by ECAT.

4.8.1 Sample Specifications

A copy of the current rider's guide book is available upon request or may be obtained at the ECAT operating facility located at 1515 W. Fairfield Drive, Pensacola, Florida 32501. Any changes must be approved by the ECAT Project Manager.

4.8.2 Delivery shall be FOB destination, delivered to an address that will be provided by the ECAT Project Manager.

4.9 BUS PASSES

4.9.1 The CONTRACTOR shall produce, print and deliver General Farebox, Inc. (GFI) GENFARE Ticket Reader Issuing Machine (farebox) compatible bus pass stock. ECAT will provide to the CONTRACTOR the necessary specifications for these bus passes. All artwork for any advertising campaign utilizing the bus tickets and passes as the advertising medium shall be pre-approved by the ECAT Project Manager.

4.9.2 Delivery shall be FOB destination, delivered to an address that will be provided by the ECAT Project Manager.

4.9.3 Farebox holds approximately 800 passes per bus.