



**Bay County Transportation Planning Organization (TPO)**  
**Request for Proposals (RFP)**  
**Transit Advertising Sales**  
**RFP # 22-01**

**Section I: Background**

The objective of this Request for Proposal is to solicit proposals from qualified firms for the exclusive right and privilege to place approved advertising materials, of the type herein described, outside and inside the Bay County Transportation Planning Organization (TPO) vehicles at such locations on the vehicles as may be approved by the TPO or TPO designee. It is the TPO's intention of this RFP to generate an additional source of revenue for Bay Town Trolley and Bay Area Transportation. Therefore, the amount of payment by the Contractor to the TPO is of importance. In this regard, the Proposers will propose a minimum annual guarantee for the Contract term, and a percentage rate on gross revenues to be paid if the percentage rate is greater than the minimum annual guarantee. Net revenues shall be defined as the total sum of money collected by the Contractor from advertisers for the display of advertising after payment of agency commissions, where applicable. This RFP is not to be construed as a commitment of any kind, nor does it commit the TPO to pay for costs incurred in the submission of a Proposal or for any costs incurred prior to the execution of a formal contract.

## **Section II: Specific Terms and Conditions**

**Communication.** Communications in connection with this Proposal shall be in writing and shall be addressed to Transit Operations Coordinator Ms. Sandra Culbreth, Bay County Public Transit System Administration and Meeting Facility. Proposals will be submitted to the attention of Ms. Sandra Culbreth. The address for U.S. mail and hand delivery is Bay County Public Transit System Administration and Meeting Facility, 1010 Wilson Avenue, Panama City, Florida 32401. The telephone number is 850-248-8161 and the email address is [sculbreth@baycountyfl.gov](mailto:sculbreth@baycountyfl.gov). It is the responsibility of the Proposer to assure that correspondence has been received by the Bay County Transit System. Any questions or comments directed to any other Transit System employees, officials or agents may result in a Proposal being disqualified.

A copy of the Request for Proposal is available at the Bay County Transit System Administration and Meeting Facility, 1010 Cone Avenue, Panama City, Florida 32401, and on the Bonfire Procurement Portal located at: <https://baycountyfl.bonfirehub.com/portal/?tab=openOpportunities>.

### **Anticipated Proposal Schedule**

RFP Advertisement.....	August 4, 2022
Pre-Proposal Meeting .....	August 18, 2022 at 2:00 PM CDT
Questions Due .....	August 21, 2022 at 5:00 PM CDT
Proposals Due .....	September 8, 2022 at 5:00 PM CST
Award of Services .....	October 10, 2022
Start Date .....	January 1, 2023

**Contract Term.** The term of the contract shall commence upon execution by the TPO and continue for three to five years. The exact length of the contract term will be determined at contract negotiation.

**Pre-Proposal Meeting.** A Pre-Proposal Meeting will be held on Thursday, August 18, 2022 at 2:00pm CDT, at the Bay County Public Transit System Administration and Meeting Facility (1010 Cone Avenue, Panama City, Florida 32401) to discuss the Project. All prospective Proposers should review the entire Proposal prior to the Pre-Proposal meeting. This will be an opportunity for potential Proposers to ask questions of the Transit staff about the Proposal package. All that requested a copy of the Proposal package will receive answers to the questions in an addendum format. In order to meet the TPO's overall expectations, eliminate the potential for setbacks and delays, and in order to gain full understanding of the project, it is strongly recommended, but not required, that Proposers attend the Pre-Proposal Meeting in order to understand the services being solicited. Proposers, who attend the Pre-Proposal meeting, should have the appropriate staff within their organizations present in order to generate the necessary questions that will be addressed, in writing, by the TPO during the proposal question/answer process. All questions must be submitted to the TPO in writing using the Bonfire Procurement Portal <https://baycountyfl.bonfirehub.com/portal/?tab=openOpportunities>. Questions must be received within the timeframe allowed.

Proposers are expected to fully familiarize themselves with the types and amounts of advertising space available on all pertinent vehicles and with all other details in connection with this RFP and with their proposal. Prospective Proposers wishing to inspect TPO facilities and transit vehicles (if available) subject to this RFP may do so between 9:00 a.m. and 4:00 p.m., Monday through Friday. Such requests should be directed to the Transit Operations Coordinator Ms. Sandra Culbreth, at 850-248-8161 or email [sculbreth@baycountyfl.gov](mailto:sculbreth@baycountyfl.gov) and should be made at least two (2) working days prior to the Proposer's requested date of inspection.

**Proposal Questions/Clarifications and/or Suggestions.** Proposers are encouraged to make suggestions and recommendations regarding the specifications and content of this Proposal. All suggestions will be reviewed by the Project Manager assigned to this project and will be addressed in writing via an addendum. Additionally, questions and or requests for clarifications regarding the content of this Proposal are to be submitted in writing and will be addressed in the same addendum format. If a Proposer feels a conflict exists between what is considered a good practice and these specifications, he/she shall state in writing all objections prior to submitting a Proposal.

**Addenda.** The TPO reserves the right to alter, revise or amend the specifications prior to Proposal due date as noted. If any addenda are issued after the initial specifications are released, the TPO will post the addenda on the Bonfire Procurement Portal located at: <https://baycountyfl.bonfirehub.com/portal/?tab=openOpportunities>. Addenda, if any, shall be issued as required, and if such addenda will have an impact on price and or delivery, shall be issued no later than ten (10) calendar days prior to the due date. If the revisions and addenda require changes in quantities or specifications, or both, the date set for submitting Proposals must be postponed by such number of days as in the opinion of the TPO shall enable Proposers to revise their Proposals.

Receipt of addenda to this Proposal by a Proposer must be acknowledged by signing and returning the addendum as stated on said addendum. In the event that an unexpected change is required later than this, the TPO reserves the right to postpone Proposal due date. Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation.

All addenda shall be incorporated into the final contract by reference.

**Proposal Due Date.** Proposals are due on Thursday September 8, 2022 at 5:00pm CDT. Proposals shall be submitted using the Bonfire Procurement Portal located at: <https://baycountyfl.bonfirehub.com/portal/?tab=openOpportunities>. Any bid, modification, or withdrawal, that is received after the exact time specified for receipt of bids is “late” and will not be considered.

If an emergency or unanticipated event interrupts normal agency processes so that bids cannot be received in the Bonfire Procurement Portal by the exact time specified in the solicitation, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the Bay County Transit System Administration and Meeting Facility is open to the public.

**Proposal Withdrawal.** Each and every Proposer who submits a Proposal specifically waives any right to withdraw it except as hereinafter provided. Proposers will be given permission to withdraw any Proposal after it has been deposited with the TPO, provided any Proposer makes his/her request in writing, one (1) hour before time that Proposals are due. No Proposer may withdraw his/her Proposal within ninety (90) calendar days after the Proposal opening. The TPO reserves the right to make an award within ninety (90) calendar days from the date Proposals are due, during which time, Proposals shall not be withdrawn.

**Opening of Proposals.** Proposals will be publicly opened immediately following the proposal due date and time. Proposals will be opened in the Bay County Transit System Administration and Meeting Facility Conference Room located at 1010 Cone Avenue Panama City, Florida 32401. All Proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation and selection process. Only the members of the Evaluating Committee and other procuring officials, employees and agents having a legitimate interest will be provided access to the Proposals and evaluation results during this period.

**Award.** The contract will be awarded to the highest scored responsive and responsible Proposer, whose Proposal is most advantageous to the TPO, all factors being considered. Awards will be made in accordance with the procurement documents. Award of a contract is contingent on local government codes and ordinances not prohibiting signage on government vehicles within their jurisdictions.

**Assignment.** The selected Proposer shall not assign, transfer, convey or otherwise dispose of, in whole or part, the contract, purchase order or any award relating to this Proposal without the prior written approval of the TPO, which approval the TPO will not unreasonably withhold.

**Contract Changes.** In the event the TPO or its designee orders work omitted, the Proposer must omit the performance of such work and the furnishings of such materials or equipment and refund any amounts paid to it by the ad purchasers in excess of the mutually agreed costs, within ten (10) days of receiving written notification.

It is understood, however, that the amount of work, materials or equipment required by the contract shall not, in accordance with the above provisions referring to additions or omissions, be so increased or diminished as to substantially alter the general character or extent of the contract.

The TPO may, at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, a mutually acceptable equitable adjustment shall be made in the contract price and the contract shall be modified in writing accordingly. Any claim by the TPO for adjustment under this clause must be asserted within ten (10) calendar days from the date of receipt by the Contractor of the notification of change.

**Contract Expiration/Termination.** In the event that the contract expires and/or terminates for any valid reason, all advertising contracts in effect at the time of the concession contract expiration or termination will be assigned and transferred to the TPO.

The TPO reserves the right to interview, review material and/or visit qualified respondent facilities. The TPO reserves the right to negotiate any part of this proposal including on a cost element basis and/or request a best and final proposal. Additionally, the TPO reserves the right to award on the basis of initial proposals submitted without any negotiations or discussions. Proposals should be submitted initially on the most favorable terms possible, from a technical standpoint. The TPO additionally reserves the right to discard all proposals and reissue said proposal. The TPO reserves the right to waive any informalities or variation in any proposal that it deems to be immaterial or to reject any or all, or any part of any proposal.

**Contract Default or Bankruptcy.** If the successful Proposer shall default in complying with the provisions of this agreement, and such default shall continue beyond thirty (30) days, then the TPO may terminate this contract upon thirty (30) days written notice, via certified mail. The contract shall terminate at the expiration of the thirty (30) day period unless the default shall be cured within the thirty (30) day period. In the event of contract termination, neither party shall have any further claim against the other, except that the successful Proposer shall be obliged to pay to the TPO any monies due to the date of contract termination. All contracts in effect with advertisers will become the property of the TPO. Due to the Proposer's default, the TPO will not be obligated to pay the 15% of gross income noted in the Contract Expiration/Termination paragraph.

**Termination of Advertising Concessions.** The TPO reserves the right to terminate the contract upon thirty (30) days written notice, by certified mail, to the successful Proposer should the TPO decide to

discontinue advertising on TPO transit vehicles. The successful Proposer shall cease all sales efforts immediately upon receipt of the letter of termination. All advertising displays in place at the time of the advertising prohibition will continue to remain through the expiration of the terms of their applicable contracts.

**Monthly Remittance and Reports for all Services.** The successful Proposer is required to remit revenues earned each month within twenty (20) calendar days after the end of the month in which they were earned. The monthly report shall be organized by each of the advertising services – a single check in total for all of the services is acceptable. The report shall include the following for each of the advertising services:

- A. All contracts in effect
- B. Billings for the month by vendor
- C. Collections for the month by vendor
- D. Past due amounts by vendor
- E. Total remaining balances on accounts by vendor
- F. Contract expiration dates by vendor

The monthly payment and report is to be mailed to:

Bay County Transit System Administration and Meeting Facility  
1010 Cone Avenue  
Panama City, Florida 32401

The successful Proposer shall furnish the TPO with copies of all signed contracts and correspondence (including changes in prices, lengths of contracts and cancellation notices) within a month of their execution.

The successful Proposer shall maintain all required records for three (3) years after their final payment to the TPO under the terms of the operating contract. However, if any audit, claim, or litigation is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

The successful Proposer will permit the TPO to inspect/audit all records and financial data involved in the operation of the concession during the regular business hours maintained by the successful Proposer, and at such other times upon one (1) day's written notice.

The successful Proposer shall report the annual income for each of the advertising services at the end of each contract year. In the event that the TPO's contractual share of this revenue exceeds the minimum annual guarantee for the contract year; the extra income shall be paid to the TPO within 60 days of the end of the contract year.

**Public, Charitable or Educational Advertisements.** The TPO May or May Not allow Public, Charitable or Educational advertisements at half price rates.

**TPO Advertising.** The TPO reserves the right to use, without charge, unsold available advertising space for the promotion of its transit services. The successful Proposer shall place and remove these advertisements without charge. The TPO will be responsible for the production costs of any advertising signs.

The TPO also reserves the right to "wrap" transit vehicles with advertising to promote its transit services. The successful Proposer shall assume the full costs to provide one "illustrated or wrapped"

transit vehicle for the TPO, during the base term of the contract. "Assume the full costs" is defined as all costs pertaining to the design, production, application and removal of the vinyl wrap on the transit vehicle. Vinyl wrap material should have a minimum of a two (2) year life.

The TPO reserves the right to add to or eliminate vehicles from its fleet without permission from the successful proposer and without any penalty to the TPO. The TPO also reserves the right to change or modify the physical appearance of its vehicles for mechanical, safety, and/or other reasons with a thirty (30) day written notification to the successful Proposer. Any fleet changes that affect the sales space may be renegotiated to allow a pro rata deduction in the payment to the TPO. Also, should the fleet expand a pro rata increase would be required. No payment deduction will be allowed for either reduction in the sales space or the reduction in time of vehicle availability when the vehicles are removed from service for repairs.

**Revenue Proposal.** Revenue Proposal forms are included as part of this RFP in Section VI. Proposers shall submit these forms as their official revenue Proposal. Failure to incorporate these forms in their Proposal will result in the Proposer's bid being considered non-responsive.

Proposer shall submit on the required forms the percentage of annual income collected for the sale of advertising space that it will share with the TPO for each of the advertising services. Annual income is defined as the amount collected for the advertising space less advertising agency and/or brokerage commissions (other than the successful Proposer's staff), fees and production charges.

The Proposer shall also submit on the required forms the minimum amount of revenue that it will annually guarantee to pay to the TPO.

The successful Proposer shall pay to the TPO one-twelfth (1/12) of the annual guarantees by the 20th of each month.

**Character and Propriety of Advertisements.** All advertisements shall be of a reputable character, shall conform to recognized business standards, and shall not conflict with the laws of the United States, Florida, or political subdivisions thereof.

The TPO or TPO designee reserves the right to approve all advertising, exhibit material, or announcements and their manner of presentation.

The successful Proposer shall immediately remove any advertisements, at the successful Proposer's sole cost and expense upon written demand of TPO or TPO designee, that do not comply with the guidelines established in this RFP. In the event that such matter is not removed within two (2) work days of receipt of the written demand, the TPO or TPO designee may remove said material or display and the successful Proposer shall pay any costs incurred by such action. The TPO or TPO designee shall not in any way be held responsible or liable for any damage to the materials so removed.

Proposers are specifically advised and hereby notified that the graphics, artwork, and copy of the advertisements are expected to be of high quality and of good taste. The TPO will have sole and unquestioned authority to determine what constitutes "high quality and good taste."

Obscene, pornographic, immoral, vulgar, disreputable or other advertisements that may be offensive to the public, according to local community standards, shall not be accepted.

Advertising that is false, misleading or deceptive shall not be accepted.

Advertising that is negative, clearly defamatory, scornful of a particular individual/entity or group of persons is not permitted.

Advertising for tobacco products or similar products (Vapor) is expressly prohibited and will not be displayed.

Liquor advertising is not acceptable on transit vehicles, within the guidelines of the Character and Propriety of Advertisements section.

Political advertising may or may not be accepted for transit vehicles on a prepaid, cash only basis, and shall be permitted on a first-come, first-serve basis.

The TPO also expressly reserves the sole right to refuse any advertisement that may be construed to reflect its support for a particular product, service, idea, political viewpoint, or point of view.

All advertising shall be printed and displayed in a neat and workman-like manner. The successful Proposer shall maintain all displayed advertising so as to insure its neat appearance, and promptly remove all advertising that is worn or otherwise unsightly in appearance. The TPO reserves the right to require the successful Proposer to promptly remove, at the Proposer's own expense, any advertising which, in the opinion of the TPO, is unsightly in appearance. The successful Proposer further agrees to remove dated advertising no later than fifteen (15) days following the final date of an advertised event, offer or advertising client's contract expiration.

**Contractor Evaluation/Demand to Cure.** Contractor performance will be evaluated by the TPO or designee until completion or termination of the Contract. The quality of contractor performance in a number of areas will be rated, at a minimum, as satisfactory, needs improvement, unsatisfactory, or not applicable. When evaluations are rated less than satisfactory, contractors will be notified. These notifications shall identify deficient areas in contract performance and afford the Contractor the opportunity to correct/cure or present its position concerning items that were reported to be deficient. Contractors that are determined to be not responsible will not be eligible for Contract award and are subject to the termination clauses for default contained in this document.

Failure to cure deficiencies in performance relative to any of the standards or requirements set forth in this document will result in a "demand to cure" notification to the Contractor from the TPO. The third documented notification of a "demand to cure" within any twelve (12) month period may be grounds to cancel this contract for cause.

**Single Proposal if Received.** If only a single Proposal is received, the TPO may require that the Proposer provide a cost analysis or a price comparison between that of similar equipment, materials, supplies, and/or services to assure that the Proposal is fair and reasonable. If requested, the Proposer shall provide the cost analysis or price comparison within seven (7) calendar days of the date requested. The TPO reserves the right to reject or accept the Proposal on the basis of the revenue analysis or Proposal comparison.

**Liability Insurance Specifications.**

The TPO and Bay County Board of County Commissioners shall be listed as additional insured on all certificates of insurance. The TPO shall receive at least ten (10) days written notice prior to the cancellation of any insurance.

The Proposer shall provide the TPO with certificates of insurance upon request evidencing the insurance coverage required and shall not perform any services under this proposal until such insurance is secured.

The Successful Proposer will be required to furnish a Certificate of Insurance (prior to the Purchase Order, Agreement, or Contract being issued) with the following minimum coverage:



1. Comprehensive General Liability

Covering premises—operations hazards when applicable, Product/Completed Operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
Property Damage Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Occurrence \$500,000 Each Aggregate

2. Comprehensive Automobile Liability

All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Accident
Property Damage Liability	\$500,000 Each Accident
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Accident

3. Workers' Compensation

For minimum limits of:

Employers Liability	\$100,000 Each Accident
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The Insurance Certificate must contain the following:

- A. Statement that the Contractual Liability includes the Liability of the TPO, Bay County Board of County Commissioners, and First Transit assumed by the Contractor in the contract documents.
- B. Cancellation - Should any of the above policies be canceled before the expiration date thereof, the issuing company will mail ten (10) days written notice to certificate holder.

The Certificate of Insurance must be submitted within ten (10) days after notification of award to the Bay County Transit System Administration and Meeting Facility , 1010 Cone Avenue, Panama City, Florida 32401.

**Performance Bond.** The successful proposer shall provide a performance bond in the amount of the minimum yearly guaranteed payment, to be forfeited in the event of contractual default, to be renewed annually, and to remain in effect for the full term of the contract. The bonding company shall be approved by the TPO. The TPO reserves the right to waive the bond requirement.

The TPO may at its discretion and upon the request of the successful Proposer elect to accept a Letter of Credit from their bank as a guarantee of payment to the TPO in the amount of the first-year guarantee in lieu of a Performance Bond.

### **Section III: General Terms and Conditions**

**Investigation of Conditions.** Proposers are directed to read the specifications and terms of this Proposal carefully, as no additional compensation will be granted for failure to inform him/her and or miscalculations.

**TPO Rights.** The TPO reserves the right to procure any item/service by any other means if determined to be in its best interest. The TPO has sole and exclusive right and title to all printed material produced for the TPO and the Contractor shall not copyright the printed matter produced under this contract.

The Proposer agrees that it is in compliance with all applicable, federal, state and local laws and regulations; including without limitation all statutes, rules, regulations, ordinances, proclamations, demands, directives, executive orders, or any other requirements of any municipal, state, federal government and all subdivisions thereof which may hereafter govern the sale, delivery, or performance of the goods and/or services contemplated by this Proposal, executive or administrative requirements in furnishing goods and services, including the TPO's equal employment opportunity and disadvantaged business enterprise utilization obligations under its contract with the Federal Transit Administration. The Contractor also agrees that it will hold the TPO harmless and indemnify the TPO from any action that may arise out of any act by the Contractor concerning lack of compliance with these laws and regulations.

No Proposal will be accepted from nor will any contract be awarded to any person or firm that is in arrears to the TPO upon any debt or contract or that is a defaulter as surety or otherwise upon any obligation to the TPO or that has failed to perform faithfully in any previous contract with the TPO.

The TPO reserves the right to waive any informalities or variations in any Proposal that it deems to be immaterial, or to reject any or all, or any part of any Proposals if such action is deemed to be in the best interest of the TPO.

**Duty to Inform.** If a Proposer becomes aware of any discrepancy, ambiguity, error or omission in this solicitation package, the Proposer shall report it to the TPO or TPO designee. The TPO will determine the necessity for clarification and may issue an addendum as a result. If any time during the performance of this contract, the proposer becomes aware of actual or potential problems, fault or defect in the project or any non-conformance with any contract document, Federal, State or local law, rule or regulation, the contractor shall give immediate written notice thereof to the TPO or TPO designee.

**Disqualification of Proposers.** Proposers may be disqualified and Proposals may be rejected for any of, but not limited to, the following causes:

- Failure to use the Proposal Forms furnished by the TPO;
- Lack of signature by an authorized representative on the Proposal Forms;
- Failure to properly complete the Proposal Forms and certifications;
- Evidence of collusion among Proposers;
- Unfairly represents or conceals any material fact in the Proposal;
- Failure to conform to the law or specifications of this Proposal or
- Unauthorized alteration of the Proposal Forms.
- Conditional Proposals or those taking exceptions to the specifications may be considered non-responsive and may be rejected.
- In all cases, material must be furnished as specified.

- Proposals received after date and time scheduled for Proposal opening will be considered non-responsive.
- All Proposal documents must be returned with Proposal.

**Rights and Remedies.** The duties and obligations imposed by the resulting contract and the rights and remedies available hereunder shall be in addition to and not in limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Failure of the TPO to act shall in no way constitute a waiver of any right afforded to them under this agreement, nor shall any such action or failure to act constitute an approval of or an acquiescence in any breach of this agreement, except as may be specifically agreed in writing by the TPO.

**Law and Venue.** This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Florida, whether or not its conflict of law principles would dictate otherwise. This Agreement shall be deemed to have been made in Bay County, Florida.

The contractor irrevocably consents with respect to any claims or remedies at law or in equity, arising out of or in connection with this Agreement to the jurisdiction of the Florida Superior Court (except as otherwise required by law or that Agreement), and, with respect to any claim between the Parties, to venue in The Fourteenth Circuit Court, in and for Bay County, Florida, and irrevocably waives any objections that it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non convenience or otherwise. Nothing herein shall be construed to waive any of the States immunities.

**Contract Incorporation and Required Certifications.** Contractor should be aware that the contents of the successful Proposal as well as the entire content of Proposal and attachments will become a part of the subsequent contractual documents. Additionally, the contractor should be aware of the contents of the certifications and guidelines contained herein, that it will be required to execute as required by the FTA, FDOT and the TPO. Failure of contractor to accept these obligations will result in the rejection of its Proposal or cancellation of any award. The model clauses set forth in this Proposal are adopted and expressly made part of this Proposal, contract and agreement; and in construing such clauses, all references to the Recipient or government shall be referenced to all participating agencies, FTA, and FDOT, and all references to the contractor shall refer to the party awarded any contract as a result of this procurement transaction.

**Indemnity and Insurance.** The Contractor agrees to, and will, indemnify and hold harmless the TPO and it's, officers, agents, employees, representatives and attorneys, and each of them (hereinafter, collectively, "indemnities") harmless from any liability in any amount for claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the Second Party and/or of its subcontractors under this Agreement, including any supplement thereto, or resulting from the non-performance of the Second Party and/or any of its subcontractors of any of the covenants and/or specifications of this Agreement including any supplements thereto, and such indemnity shall not be limited by reason of any insurance coverage for damages resulting or alleged to have resulted from personal injury (including, but not limited to death, emotional or mental distress and loss of consortium) and/or for property damage, which may arise or be alleged to have arisen in any way from Contractor's performance under this contract. The Contractor agrees that while performing services specified in this agreement he/she shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the TPO from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services. Contractor further agrees to, and

will, defend indemnities, or any of them, from any claims, actions, or suits for any damages, injuries or losses whatsoever, caused or alleged to have been caused by reason of Contractor's responsibilities as contemplated by the Contract. Contractor's obligations and duties as established in this Section will be in force and apply to Contractor's acts, omissions, or failures to act of any kind, whether negligent, the result of Contractor's willful or intentional misconduct, or otherwise, and shall further apply and be in force even if it is contended the acts, omissions or failures to act of parties other than the Contractor (including indemnities) caused or contributed to the losses, injuries or damages claimed.

For the purpose of the preceding paragraph, the term "losses" means all amounts paid to settle or satisfy any judgments or awards resulting from any claims arising from an occurrence, plus all amounts paid on account of attorney's fees, court costs and any other costs and expenses relating to the investigation, defense, satisfaction and/or settlement of such claims.

The Proposer shall further assume all liability for loss by reason of neglect or violations of Federal, State, or Local laws, ordinances or regulations and shall do and perform all work necessary to conform to such laws, ordinances and regulations.

**Advertising.** The Proposer may not reference sales/service to the TPO for advertising and/or promotional purposes without the TPO's prior approval. The TPO has sole and exclusive right and title to all printed material produced for the TPO and the Proposer shall not copyright the printed matter produced under this contract.

**Interpretation of Language.** Should any question arise as to the interpretation of any language of this Proposal or of any other contract document, the question shall be submitted to the TPO or TPO designee, who shall interpret the language. The TPO or the TPO designee's interpretation shall be final and conclusive.

**Waiver.** The waiver of any provision, term or condition herein by the participating agencies on any occasion shall not constitute a general waiver and shall not release the selected Proposer from the obligation of otherwise performing or observing such provision, term or condition.

**Entire Agreement.** The terms and provisions herein contained constitute the entire Agreement between the parties and shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto; and nothing contained in the terms or provisions of this Agreement shall be construed as waiving any of the rights of the TPO under the laws of the State of Florida.

**Third Part Contract Requirements.** The successful Proposer(s) will be required to comply with all terms and conditions prescribed for third party contracts by the FTA, FDOT, and TPO.

**Procurement Process.** This procurement is following the process as provided for in FTA, FDOT, and TPO Purchasing Procedures. In addition to price and the responsiveness to technical specifications, there are other factors that may also be considered in the procurement in order to determine what is in the best interest of the participating agencies and is the most efficient and economical use of public funds.

**Omission of Details.** No advantage shall be taken by the supplier in the omission of any part or detail that is required to make the supply complete and ready for utilization, even though such detail is not mentioned explicitly in the specifications. All such omissions not herein specified shall conform to the highest standards in the industry.

**Acceptance/Contract.** Each Proposal is to be submitted with the understanding that the acceptance in writing by the TPO of the offer described herein shall constitute a contract between the Proposer and the TPO, which shall bind the Proposer on its part to furnish at the prices submitted in the Proposal and in accordance with the terms and conditions of this Proposal. The contract shall be considered as made in Florida, and the construction and enforcement of it shall be in accordance with the laws of the State of Florida. The successful Proposer will be required, within ten (10) days after receiving written notice to do so, to enter into an operating contract with the TPO. The terms and conditions of a final contract between the TPO and the successful Proposer will be subject to negotiation. All negotiation will be kept strictly confidential throughout the selection process. Only the procuring officials, employees and agents having a legitimate interest will be provided access to the Proposals and negotiation results during this period. The contract will be considered a part of these specifications and is incorporated by this reference.

**Extension of Time.** The TPO may determine, in its sole and absolute discretion, that a reasonable extension of time for completion of delivery of services contemplated hereunder may be made under the following conditions:

When the Vendor is delayed due to cause beyond his/her control including, but not limited to strikes, fire, flood, earthquake, storm, acts of God, explosion, war, insurrection, riots, acts of any government (including judicial action or acts of terrorism), and/or any other cause similar to the foregoing. A delay shall be construed as being beyond the selected Proposer's control only if the delay was not reasonably expected to occur in connection with or during the selected Proposer's performance, and it was substantial and in fact delayed the total progress of the work, and it could not adequately have been guarded against by contractual or legal means. When the selected Proposer is delayed in progress regarding one area of fulfilling the agreement, but can proceed with performance in another area, he or she must so proceed.

Where the selected Proposer and the TPO have executed a change order that provides for an extension of time of completion, no extension of time will be granted unless a written request for extension is served on the TPO within ten (10) business days from commencement of the delay. Requests for extensions of time shall specify the nature of the cause of the delay, and such other proofs as are reasonably related to the cause of the delay. The selected Proposer shall provide the TPO with all information reasonably required by it to make a decision on the request. In the case of such extension, the time of delivery completion shall be extended by a period of time equal to every one-day of delay.

**Silence of Specifications.** The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best acceptable commercial practice is to prevail and that only services of the highest standard are to be used. All interpretations of these specifications shall be made on the basis of this statement.

**Protest Policy and Procedures.** It is the policy of the TPO that it is responsible for resolving all Pre-Bid, Pre-Award and Post-Award Procurement Protest disputes arising out of third-party procurements using good administrative practices and sound business judgment. It is the TPO's intention that its procurement process provides for fair and open competition in compliance with federal and state laws and TPO policies.

The TPO has established these Pre-Bid, Pre-Award and Post-Award Procurement Protest Policy and Procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the FTA Circular (4220.1F) *Third Party Contracting Guidance*, dated November 1, 2008, which are on file at the Bay County Transit System Administration and Meeting Facility, 1010 Cone Avenue Panama City, Florida 32401.

**Applicability.** This regulation is applicable to all Transit System employees, Transit System Administration employees, and First Transit employees. This regulation is applicable to any Interested Party as defined herein who has a protest/dispute against the TPO in the Pre-Bid, Pre-Award and Post-Award procurement phase.

**Definitions.**

“Common Grant Rules” refers to the Department of Transportation regulations “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, which apply to Federal grants and cooperative agreements with governmental recipients/sub-recipients of Federal assistance including Indian tribal governments.

“Interested Party” means a party that is an actual or prospective Bidder or Proposer whose direct economic interest would be affected by the award or failure to award the third-party contract at issue. A subcontractor does not qualify as an “interested party.”

“Protest” means a formal declaration of disapproval or objection issued by a concerned person, group, or organization that arises during the procurement process. A Protest is a potential Proposer’s or contractor’s remedy for correcting a perceived wrong in the procurement process. See “Types of Protests” below.

“Protester” means a person, group, or organization that files a formal declaration of disapproval or objection. A protester must qualify as an “interested party”

“Types of Protests” there are three basic types of Protests pursuant to this regulation, based on the time in the procurement cycle when they occur:

1. A pre-bid or solicitation phase Protest is received prior to the bid opening or proposal due date. Pre-bid protests are those based on the content of the initial Notice and/or solicitation published by the TPO requesting bids from vendors or other interested parties.
2. A pre-award Protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.  
A post-award Protest is a protest received after award of a contract. A post-award Protest must be received within five (5) business days of the making of the award.
3. A post-award Protest generally alleges a violation of applicable federal or state law and/or TPO policy or procedures relative to the seeking, evaluating and/or awarding of the contract.

**Standards.** All Protests must be filed in writing to (no other locations are acceptable):

Bay County Transit System Administration and Meeting Facility  
Ms. Sandra Culbreth, Transit Operations Coordinator  
1010 Cone Avenue  
Panama City, Florida 32401

A Protest must be in writing and set forth the specific grounds of the dispute and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protest shall include the name and contact information of the Protester,

solicitation/contract number or description, and what remedy the Protester is seeking. The Protester is responsible for adhering to this regulation. A Protester must exhaust all of protest administrative remedies before pursuing a protest with the TPO.

The TPO or TPO designee shall make a determination on the Protest generally within ten (10) working days from receipt of the Protest. The Decision of the TPO or TPO designee must be in writing and shall include a response to each substantive issue raised in the Protest. The decision shall constitute the TPO's final administrative determination.

If the TPO postpones the date of Bid submission because of a Protest or Appeal of the solicitation specifications, addenda, dates or any other issue relating to the procurement, the TPO will notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that a Protest/Appeal had been filed, and the due date for Bid submission shall be postponed until the TPO or TPO designee has issued a final decision.

The Protester may withdraw its Protest or Appeal at any time before a final decision is issued.

Reviews of Protests by the TPO are limited to:

- 1) Failure to have or follow its protest procedures, or its failure to review a complaint or Protest; or
- 2) Violations of State law or regulation.

A Protest Appeal to the TPO must be filed in accordance with the provisions of FTA Circular 4220.1F. Any appeal to the TPO shall be made not later than five (5) working days after a final decision by the TPO or TPO designee is rendered. Protest appeals should be filed with:

Bay County Transit System Administration and Meeting Facility  
Ms. Sandra Culbreth, Transit Operations Coordinator  
1010 Cone Avenue  
Panama City, Florida 32401

**Additional Documentation.** The successful Proposer must be aware that prior to an award being made additional documentation may be requested to complete the contract. This documentation may include any or all of the following: Additional Company Information, Title VI Compliance Information, Required Affidavits (upon award), etc.

#### **Section IV: Transit Advertising Specifications/Scope of Services**

Through this section of the proposal document, the TPO is seeking proposals from interested firms to act as its exclusive agent for the sale of transit advertising signs on its fleet of transit vehicles.

The successful Proposer will pay the TPO a percentage of its annual income, as defined in Section VI – Revenue Proposal, inclusive of a minimum annual revenue guarantee.

#### **Operating Requirements**

The successful respondent will be required to perform complete advertising servicing and sales functions including but not limited to:

1. Provide adequate personnel to install and maintain advertising signage.
2. Assure that only signage of a tasteful and high-quality standard with regard to artwork, sign construction material and ad content will be shown. All exterior signs shall be constructed of material capable of withstanding all weather conditions and exposure to high-pressure washing without deterioration of the sign backing and artwork.
3. The successful Proposer will utilize the appropriate vinyl product for all full and partially wrapped vehicles and agree to restore all TPO transit vehicles to pre-wrap condition as advertising contracts expire. Furthermore, the successful Proposer will be responsible for any damage to TPO transit vehicles resulting from vinyl removal.
4. Indemnify, defend and hold harmless the TPO, Bay County Board of County Commissioners, and First Transit, Inc., and their respective Boards, officers, employees and agents for any advertising copy that is deemed to be false, misleading or defamatory.
5. Provide the TPO the right to use any unsold exterior or interior space for self-promotional purposes during such time that the space is available. Promotional uses of unsold spaces by the contractor must be coordinated with the TPO or TPO designee.
6. Shall be knowledgeable of and shall comply with all applicable local, state and federal laws and regulations.
7. Shall be solely responsible for the payroll, insurance coverage, benefits, personnel administration, and supervision of all personnel hired by the Proposer to provide the services required by this contract.

The successful Proposer, at its own expense, will be responsible for posting advertising signs, removing outdated signs and any signs rejected by the TPO. The TPO reserves the right to reject any advertising it finds to be offensive, objectionable or in poor taste.

Installation and ongoing maintenance of signs and other necessary activities of the successful Proposer must not interfere with the TPO's transit operations. Access to vehicles will be provided only at times consistent with the operational hours of the operating facilities. Vehicles will not be removed from service for the purpose of installing or removing advertising signs.

#### **Methods of Posting Exterior Advertisements:**

Direct vinyl application shall be used for all signs and wraps. The transit fleet does not have advertising frames. Vinyl signs will be directly applied to the transit vehicles. An onsite visit is required to ascertain the size and placement of all exterior signs. It is the duty of the Proposer to be aware of the sign size variations on all TPO transit vehicles. Renegotiations of contracts due to lack of vehicle knowledge will



not be allowed and minimums will be strictly enforced. The TPO is open to the majority of sign displays but does have some restrictions, which are listed herein.

1. The front, side and rear destination signs must always be clear and never covered with advertising.
2. The front entrance door windows and driver's side window must always be clear and never covered with advertising.
3. The TPO transit logos, required signage, and Public Transportation must be visible.
4. The successful Proposer shall bear the cost of replacing or relocating any transit logo(s).
5. The vehicle number must be displayed in three locations on the vehicle: rear and both sides.

Neither the successful Proposer nor their contractors shall use a razor cutter to cut or score vinyl signs during their installation on or removal from the transit vehicle. Violation of this requirement will result in the TPO billing the successful Proposer for the expense to repaint the damaged sections. The successful Proposer is also responsible for any other paint damage that occurs when vinyl signs are removed and will compensate the TPO for the expense incurred to repaint the damaged sections.

The successful Proposer, at their own expense, is responsible for the replacement of vinyl signs/wraps that are damaged in accidents or must be removed for repairs to transit vehicles.

#### **Methods of Posting Interior Advertisements:**

Interior advertising is unavailable at this time. The TPO reserves the right to allow interior advertising in the future.

#### **Storage Space:**

The TPO cannot provide space to the successful Proposer for the handling and storage of advertising signs.

#### **On-Site Visitation:**

Proposers may wish to make an on-site visit to the TPO's Transit Yard to inspect the vehicles. Contact Ms. Sandra Culbreth, 850-248-8161, to make arrangements for an inspection.

#### **Illustrated/Wrapped Vehicles:**

A maximum of fifteen (15) fixed route vehicles and a maximum of twenty-one (21) paratransit vehicles may be illustrated/wrapped at any one time for paying advertisers. This number may be revised if the TPO determines that the successful Proposer has made a good case for the change, but the final decision lies with the TPO. The successful Proposer will submit the illustrated/wrapped design and advertiser for each of these vehicles for prior approval by the TPO or TPO designee. The TPO or TPO designee reserves the right to reject any advertiser or design for the illustrated/wrapped vehicle.

The designs for illustrated/wrapped vehicles will be such that they minimize the amount of window space covered by the advertising message. A wrap may cover no more than 50% without prior approval from the TPO or TPO designee.

#### **Minimum Proposals:**

The TPO has established minimum acceptable proposals for this contract. Proposers must quote no less than a 50% split of annual revenue per contract year. Proposers must also quote a minimum annual guarantee payment per contract year.

### **Exhibit A: Deviated Fixed Route Profile**

The TPO's Deviated Fixed Route Service provides public transit to Panama City, Panama City Beach, Lynn Haven, Callaway, Parker, Springfield and unincorporated areas of Bay County. The TPO is the only public transit system in Bay County, Florida.

The Deviated Fixed Route Service has 15 fixed route vehicles that operate on seven (7) routes from a transit facility located in Panama City, Bay County, Florida. Routes 1 thru 7 provide service Monday to Saturday from 6:00 a.m. to 8:00 p.m. Routes connect residential areas with places of employment, shopping malls, other retail outlets, medical facilities and local points of interest. Fixed route vehicles travel approximately 9,000 miles during the weekdays and 780 miles on Saturday. Approximately 12,000 passengers ride the system during weekdays while approximately 1,000 passengers ride on Saturday. The TPO does not have the flexibility to target routes with specific vehicles.

The TPO reserves the right to exempt future transit vehicle purchases from inclusion in this contract.

### Deviated Fixed Route Service Bus Advertising

New Vehicle Number	Vehicle Year	Make	Model	Bus Length	Contract Begin Date	Contract End Date	Advertisement
1001	2010	ElDorado	EZ Rider II	31'9"	6/29/2020	8/27/2023	Perry & Young Law Firm Full Wrap (Larry Perry on side)
					N/A	N/A	Emerald Coast Regional Council Interior Advertising Cards
1002	2010	ElDorado	EZ Rider II	31'9"	8/24/2020	8/27/2023	Perry & Young Law Firm Full Wrap (Group Picture on side)
					N/A	N/A	Emerald Coast Regional Council Interior Advertising Cards
1401	2014	ElDorado	EZ Rider II	31'9"	2/13/2020	8/27/2023	Perry & Young Law Firm Full Wrap (Ted Howell on side)
					N/A	N/A	Emerald Coast Regional Council Interior Advertising Cards
1402	2014	ElDorado	EZ Rider II	31'9"	4/1/2020	3/31/2023	Kanner & Pinaluga Property Attorneys Full Wrap (411 Pain in pink)
					N/A	N/A	Emerald Coast Regional Council Interior Advertising Cards
1403	2014	ElDorado	EZ Rider II	31'9"	2/1/2022	1/31/2023	Morgan and Morgan Law Firm Full Wrap
					N/A	N/A	Emerald Coast Regional Council Interior Advertising Cards
1609	2016	ARBOC	Spirt of Liberty	29'	4/1/2020	3/31/2023	Kanner & Pinaluga Property Attorneys Full Wrap (411 Pain in pink)
					N/A	N/A	Emerald Coast Regional Council Interior Advertising Cards
1610	2016	ARBOC	Spirt of Liberty	29'	2/13/2020	8/27/2023	Perry & Young Law Firm Full Wrap (Les McFatter on side)
					N/A	N/A	Emerald Coast Regional Council Interior Advertising Cards
1611	2016	ARBOC	Spirt of Liberty	29'	2/13/2020	8/27/2023	Perry & Young Law Firm Full Wrap (Chris Young on side)
					N/A	N/A	Emerald Coast Regional Council Interior Advertising Cards
1706	2017	ARBOC	Spirit of America	29'	9/1/2021	8/27/2023	Perry & Young Law Firm Full Wrap (FSU Partnership)
2101	2020	ElDorado	EZ Rider II	31'9"	2/1/2022	1/31/2023	Morgan and Morgan Law Firm Full Wrap

2102	2020	ElDorado	EZ Rider II	31'9"	2/1/2022	1/31/2023	Morgan and Morgan Law Firm Full Wrap
2201	2022	ElDorado	EZ Rider II	31'9"	N/A	N/A	BayWay Full Wrap (Transit Owned Wrap)
2202	2022	ElDorado	EZ Rider II	31'9"	8/1/2022	3/31/2023	Kanner & Pinaluga Property Attorneys Full Wrap (411 Pain in pink)
2203	2022	ElDorado	EZ Rider II	40'			On Order
2204	2022	ElDorado	EZ Rider II	40'			On Order

## **Exhibit B: Paratransit Profile**

The Demand Response Service has 21 wheelchair-lift equipped demand response vehicles that operate Monday to Friday from 6:00 a.m. to 6:00 p.m. Two (2) vehicles operate Saturday from 6:00 a.m. to 6:00 p.m. These vehicles service the disabled community throughout Bay County, Florida from residences and group homes to medical facilities, schools, places of employment, shopping, and other locations. Demand Response vehicles travel approximately 1,450 miles during the weekdays and 120 miles on Saturday. Approximately 400 trips are provided during weekdays while approximately 20 trips are provided on Saturday. These vehicles are highly visible. The TPO reserves the right to exempt future transit vehicle purchases from inclusion in this contract.

### Demand Response Bus Advertising

New Vehicle Number	Vehicle Year	Make	Model	Bus Length	Contract Begin Date	Contract End Date	Comments
1505	2016	Glaval	Universal	23'	6/1/2022	5/31/2023	Bay County Health Department Full Wrap
1506	2016	Glaval	Universal	23'	10/1/2021	9/30/2023	A Superior AC Full Wrap
1507	2016	Glaval	Universal	23'			
1508	2016	Glaval	Universal	23'			
1509	2016	Glaval	Universal	23'	6/1/2022	5/31/2023	Bay County Health Department Full Wrap
1510	2015	Glaval	Universal	23'			
1511	2015	Glaval	Universal	23'			
1601	2016	Glaval	Universal	23'	6/1/2022	5/31/2023	Bay County Health Department Full Wrap
1602	2016	Glaval	Universal	23'	9/1/2021	8/10/2022	Peoples 1st Real Estate Full Wrap
1603	2016	Glaval	Universal	23'	10/1/2021	9/30/2023	A Superior AC Full Wrap
1604	2016	Glaval	Universal	23'	6/1/2022	5/31/2023	Bay County Health Department Full Wrap
1605	2016	Glaval	Universal	23'			
1606	2017	Glaval	Universal	23'	10/1/2021	9/30/2023	A Superior AC Full Wrap
1607	2017	Glaval	Universal	23'			
1608	2016	Glaval	Universal	23'			

1702	2017	Turtle Top	Terra Transit	23'	2/13/2020	8/27/2023	Perry & Young Law Firm Full Wrap (Larry Perry and Chris Young on side)
1703	2017	Turtle Top	Terra Transit	23'	10/1/2021	9/30/2023	A Superior AC Full Wrap
1704	2017	Turtle Top	Terra Transit	23'			
1705	2017	Turtle Top	Terra Transit	23'			
1801	2017	Turtle Top	Terra Transit	23'			
1803	2018	Turtle Top	Terra Transit	23'			

## **Section V: Proposal Submission, Evaluation Criteria and Evaluation Submission**

**The Proposal, must be submitted and received on September 8, 2022, by 5:00pm CDT. Proposals must be submitted using the Bonfire Procurement Portal located at:**

**<https://baycountyfl.bonfirehub.com/portal/?tab=openOpportunities>.**

### **Proposer Qualifications**

Each Proposal must contain the following information:

1. Cover letter indicating your interest in being considered and why you should be selected.
2. The Proposer must have a minimum of five (5) years of experience in the advertising sales business, with experience in transit advertising and must demonstrate it has the ability to fulfill the obligations of this contract.
3. The Proposer will provide the resumes of the company principals involved with the contract, inclusive of the lead individuals that will be used to conduct advertising sales in Bay County.
4. The Proposer will provide a list of other transit or relevant agencies that are current clients, inclusive of the name and phone number of a contact person at each agency.
5. The successful Proposer must detail any work to be done by a subcontractor and provide relevant information about the subcontractor's ability to perform the work.
6. The Proposer shall provide a copy of their most recent audited financial statement along with relevant information about their company.
7. The Proposer must demonstrate it has the ability to successfully acquire national advertising contracts and to operate a sales program designed to produce maximum advertising income for the TPO.
8. Required Proposal forms as provided in this RFP, including all required information and pricing detail and budget.

### **Submission Format**

The TPO desires concise proposals and suggests the following format:

- A. Firm Name
- B. Business Address
- C. Telephone Number
- D. Fax Number (if applicable)
- E. Year business established
- F. Type of Organization - Individual, Partnership, or Corporation and whether firm is a disadvantaged business enterprise (DBE)
- G. Statement of Qualifications - Statement of qualifications and relevant experience in the transit advertising business for the past five (5) years.
- H. Professional Qualifications – Resumes of key personnel to be assigned to this contract.
- I. Work Plan – Provide a brief work plan describing how your firm will provide the required services.



- J. Revenue Proposal – Complete the enclosed Revenue Proposal Bid Form.
- K. References – Provide references with financial results from other transit agencies.
- L. Audited Financial Statement – Audited statement for most recent business year.
- M. If a DBE, you must submit the DBE Certification.

The TPO has established procedures to protect the integrity of the Proposal process. Failure to properly mark your Proposals appropriately may result in your Proposal being disqualified for noncompliance. It is solely and strictly the respondents' responsibility to ensure that Proposals are received prior to the closing date and time.

### **Evaluation Criteria**

The following represent the principal selection criteria, which will be considered during the evaluation process of the Proposals.

### **Responsibility Criteria**

#### **Responsibility Questionnaire and Required Proposal Submittals up to 30 points**

The Responsibility questionnaire and its contents will be reviewed under this section for determining Proposer responsibility. In order to qualify as a responsible Proposer, in addition to other requirements herein provided, a Proposer must be prepared to prove to the satisfaction of the TPO that it has the integrity, skill, and the time specified. All Proposers shall complete and submit the Responsibility Questionnaire contained in the required form submittal section of this RFP. Items including but not limited to references, project personnel, insurance certifications, etc., will be checked and verified. The experience and capability of the Proposer to undertake this contract with the maximum financial return to the TPO.

### **Experience and Qualifications of staff assigned to contract**

#### **Specifications--Scope of Services up to 30 points**

The sales experience of the assigned staff, especially with transit ad sales, will be strongly considered. Sections IV pertaining to the Specifications--Scope of Services of this document will be evaluated in this category. Proposers must adequately incorporate and address all of the requirements of the RFP. Proposal deviations pertaining to the technical specifications of this RFP will be reviewed under this section.

### **Revenue Proposal**

#### **Revenue up to 35 points**

A thorough and accurate revenue Proposal and Budget for each contract term is required detailing what the Proposer intends to pay the TPO and cost associated with the program. The Evaluation Committee will determine if the revenue is fair and reasonable. The revenue Proposal price sheet will be reviewed to determine the Proposal that is in the best financial interest of the TPO.

### **Disadvantaged Business Enterprise**

#### **DBE Certification up to 5 points**

The TPO strongly supports and will favorably evaluate firms that hold a current DBE Certification. A contract goal for this procurement has not been established.

### **Oral Presentations**

During the evaluation process, the Evaluation Committee may, at its discretion, request any one or all of the respondents to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Evaluation Committee may have on the firm's Proposal. Not all respondents may be asked to make such oral presentations.

## **Evaluation**

The TPO has an established evaluation process for the review of the Proposals. Proposals will be analyzed for responsiveness, compliance with technical specifications, capabilities, quality, revenue, instructions and all other aspects of this RFP.

Proposals that do not comply with these instructions and do not include the required information, forms and certifications may be rejected as insufficient or not be considered. The TPO reserves the right to request a Proposer to provide any missing information and to make corrections. All non-responsive respondents will be notified in writing.

Proposers are advised that detailed evaluation forms and procedures will follow the same Proposal format and organization as specified in Section II of this document. Therefore, Proposers shall pay close attention to this format and instruction. Submittal of a Proposal will signify that the Proposer has accepted the whole of the Contract documents, except such conditions, exceptions, reservations or understandings explicitly, fully and separately stated in the Proposer's Proposal submittal. Any such conditions, exceptions, reservations, or understandings, which do not result in the rejection of the Proposal, are subject to evaluation under the Proposal evaluation criteria.

The TPO Transit Sub-Committee will be responsible for the review and evaluation of Proposals submitted in response to this RFP. The committee will independently evaluate Proposals. The Committee may convene at any time to discuss any questions or concerns they may encounter. The Committee may rely on this resource material in the evaluation of the Proposals.

Upon completion of reviews, individual scores will be gathered and a total composite score will be established and Proposals will be ranked in order of total score.

If determined necessary, the Committee may invite top ranked Proposers for an interview or may choose to visit current Proposer sites. If interviews or visits are conducted the Committee will be provided the opportunity to revise their original review to accurately reflect any additional information that may have been obtained through the interview process. Each committee member will document this separately and independently. Once again individual scores will be gathered and a total composite score will be established and Proposals will be ranked in order of total score.

The Proposer with the highest ranked Proposal (number 1), and whose revenue Proposal is acceptable, may be contacted regarding any potential areas to be negotiated. If negotiations are determined not necessary, a contract will be awarded to that company. If negotiations are conducted and not successful with the number 1 ranked Proposer then negotiations may be conducted with the next highest-ranking Proposer and so on down the line until negotiations are successful in producing a Proposal that is found to be the most advantageous to the TPO, revenue and other factors considered.

The TPO reserves the right to contact Proposer(s) regarding an interview, areas of concern, areas to be negotiated and/or request a best and final Proposal. The TPO additionally reserves

the right to award on the basis of initial Proposals submitted without any negotiations or discussions if such action is deemed to be in the best interest of the TPO. In any event, the TPO reserves the right to accept the Proposal it deems to be in its best interest. All unsuccessful Proposers will be contacted notifying them of their status.

These criteria are presented to allow the TPO the ability to analyze Proposals received on an equal basis and to afford all Proposers the opportunity to know the basis upon which their Proposals will be evaluated.

## **Section VI: Required Proposal Forms**

The Proposal price/cost shall include all labor, materials, tools, equipment, transportation and other costs necessary to fully complete the procurement pursuant to the Proposal terms, conditions and specifications.

### **Submittal Checklist for RFP # 22-01**

All Forms/Certifications below must be completed and included when you submit your Proposal Package:

- ☐ One (1) Complete Electronic Copy of proposal submitted through the Bonfire Procurement Portal
- ☐ Cover Letter including your interest in being considered, why you should be selected and experience
- ☐ Statement of No Proposal
- ☐ Proposal Deviation Form
- ☐ Revenue Proposal for Exterior Transit Advertising
- ☐ Part II, Identity of the Proposer; including other transit or relevant agencies that are current clients and audited financial statement
- ☐ Part III, Technical; including resumes of the company principals involved with the contract
- ☐ Part IV, Proposal/Bid Acknowledgement
- ☐ Part V, Proposer/Bidder Verification
- ☐ Insurance Certification
- ☐ Affidavit of Non-Collusion/Conflict of Interest
- ☐ Addendum(s) (as issued)

**Submitted Proposal contains all completed Forms/Certifications as listed above**

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Authorized Signature

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Date

### Statement of No Proposal

**Note:** If you do not intend to submit a Proposal for this project, please return this form immediately to:

Bay County Transit System Administration and Meeting Facility  
Ms. Sandra Culbreth, Transit Operations Coordinator  
1010 Cone Avenue  
Panama City, Florida 32401

We, the undersigned, have declined to submit on your RFP # 22-01 for the following reasons:

- ☐ Specifications too "tight," i.e., geared toward one brand or manufacturer only (explain below)
- ☐ Insufficient time to respond to the RFP
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform
- ☐ Unable to meet Bond Requirements
- ☐ Unable to meet Specifications
- ☐ Specifications unclear (explain below)
- ☐ Unable to meet Insurance Requirements
- ☐ Remove us from your "Vendors List" altogether
- ☐ Other (specify below)

Remarks \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

We understand that if the "no proposal" letter is not executed and returned, our name may be deleted from any and all Vendor Lists for Bay County TPO.

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

### Proposal Deviation Form

Any and all deviations conditions, exceptions, reservations, or understandings of any and all requirements and/or specifications specified in this Proposal must be fully disclosed explicitly, fully, and separately stated on individual "Proposal Deviation Forms." Please make copies of additional forms as required. Proposal Deviations shall be included with your Proposal. If no deviations are noted please indicate on this form, execute, and return with your Proposal submittal.

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Company Name \_\_\_\_\_

Address \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## Revenue Proposal for Exterior Transit Advertising for Bay County TPO

Proposers are to present their Revenue Proposal in the following format:

### Share of Revenue:

\_\_\_\_% of Annual Income payable to TPO in Contract Year One (January 1, 2023-December 31, 2023)

\_\_\_\_% of Annual Income payable to TPO in Contract Year Two (January 1, 2024-December 31, 2024)

\_\_\_\_% of Annual Income payable to TPO in Contract Year Three (January 1, 2025-December 31, 2025)

\_\_\_\_% of Annual Income payable to TPO in Contract Year Four (January 1, 2026-December 31, 2026)

\_\_\_\_% of Annual Income payable to TPO in Contract Year Five (January 1, 2027-December 31, 2027)

### Minimum Guarantee:

Minimum Annual Revenue Guarantee in Year One (January 1, 2023-December 31, 2023)  
\$ \_\_\_\_\_

Minimum Annual Revenue Guarantee in Year Two (January 1, 2024-December 31, 2024)  
\$ \_\_\_\_\_

Minimum Annual Revenue Guarantee in Year Three (January 1, 2025-December 31, 2025)  
\$ \_\_\_\_\_

Minimum Annual Revenue Guarantee in Year Four (January 1, 2026-December 31, 2026)  
\$ \_\_\_\_\_

Minimum Annual Revenue Guarantee in Year Five (January 1, 2027-December 31, 2027)  
\$ \_\_\_\_\_

Proposer is to complete this Revenue Proposal form in compliance with Section VI, Revenue Proposal, of the RFP.

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## Responsibility Questionnaire

### Part I: Instructions

1. Please state “not applicable” in questions clearly not applicable to Bidder/Proposer in connection with this solicitation. Do not omit any question. If any representation is not accurate and complete at the time Bidder/Proposer signs this Questionnaire, Bidder/Proposer must, as part of its Bid/Proposal, identify the provision and explain the reason in detail in the space provided below. If additional space is needed, add additional sheet(s) to this Questionnaire. If this space is left blank, Bidder/Proposer shall be deemed to have represented and warranted the accuracy and completeness of the representations on this Questionnaire.
2. All information must be legible.
3. The term “Bidder” includes the term “Proposer” and also refers to the firm awarded the Contract. The term “Bid” includes the term “Proposal.”
4. If during the performance of this Contract, either of the following occurs, Proposer shall promptly give notice in writing of the situation to the TPO’s Transit Operations Coordinator, and therefore cooperate with the TPO’s review and investigation of such information.
  - i. Proposer has reason to believe that any representation or answer to any question contained in this Questionnaire was not accurate or complete at the time this Questionnaire was signed; or
  - ii. Events occur or circumstances change so that an answer to any question is no longer accurate or complete.
5. In the TPO’s sole discretion, the following shall constitute grounds for the TPO to take remedial action up to and including immediate termination of the Contract for convenience without payment for profit and overhead for work not performed if:
  - i. Proposer fails to notify the TPO Transit Operations Coordinator as required by “4” above:
  - ii. Proposer fails to cooperate with the TPO’s request for additional information as required by “4” above.
6. The TPO reserves the right to inquire further with respect to Proposer’s response; and Proposer consents to such further inquiry and agrees to furnish all relevant documents and information as requested by the TPO. Any response to this document prior or subsequent to Proposer’s Response which is or may be construed as unfavorable to Proposer will not necessarily automatically result in a negative finding on the question of Proposer’s responsibility or a decision to terminate the Contract if it is awarded to Proposer.



## Part II: Identity of Proposer

Company Full Legal Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Legal Address \_\_\_\_\_

Legal Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Indicate all other names by which this organization has been known and the lengths of time known by each name. Please attach additional pages as needed.

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Company Federal taxpayer identification number \_\_\_\_\_

Operating as one of the following forms of legal entity (Check whichever applies and fill in any appropriate blanks):

- ☐ An individual or sole proprietorship
- ☐ A general partnership
- ☐ A limited partnership
- ☐ A joint venture consisting of \_\_\_\_\_ and \_\_\_\_\_

(List all joint ventures on a separate sheet if this space is inadequate.)

- ☐ A non-profit organization
- ☐ A corporation organized or incorporated under the laws of the following state or country \_\_\_\_\_ on the following date \_\_\_\_\_.
- ☐ Other (please explain)

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**Part II: Identity of Proposer (continued)**

1. If the organization is a corporation, indicate the following:

Date of incorporation \_\_\_\_\_

State \_\_\_\_\_ of \_\_\_\_\_ incorporation

President's name \_\_\_\_\_

Vice-President's name \_\_\_\_\_

Secretary's name \_\_\_\_\_

2. Certificate of Incorporation been previously filed with the TPO (corporation only)

☐ Yes ☐ No If "NO," attach a certified copy

3. How many years has this organization been in business under its present business name? \_\_\_\_

4. How many employees does this organization have? \_\_\_\_\_

5. If the organization is an individual or a partnership, answer the following:

Date of organization \_\_\_\_\_

Name and address of all partners (state whether general or limited partnership). Please attach additional pages as needed.

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6. If the organization is other than a corporation or partnership, describe the organization and name its principals. Please attach additional pages as needed:

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7. List the States in which your organization is legally qualified to do business. Indicate category or trade and indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed. Please attach additional pages as needed.

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8. Trade References. List names, addresses and telephone numbers of three firms with whom your organization has regular business dealings. Please attach additional pages as needed.

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9. List below the names, business addresses, telephone numbers and contact person(s) of three Companies, Firms or Organizations similar in size to the TPO's transit system for whom you have performed work/services similar to those sought through this Request for Proposal. Make your references aware that the TPO will be calling and that the call should be addressed as quickly as possible - this may affect your responsibility scoring.

Name \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_

Telephone Number \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_

Telephone Number \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_

Telephone Number \_\_\_\_\_

10. Bank References: List names, addresses and telephone numbers of the financial institutions used by your organization. Please attach additional pages as needed:

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

11. Has your organization ever failed to complete any work awarded to you? If so, note when, where and attach a separate sheet of explanation to this form.

\_\_\_\_\_  
\_\_\_\_\_

12. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization where it failed to complete a contract? If so, note whom, when and where and attach a separate sheet of explanation to this form.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. Attach a corporate financial statement for the most recent year. If a financial statement is not available, please provide other suitable documentation of the financial stability of the organization. It is imperative that the company demonstrates that it has the financial capacity to carry out the overall performance of this project.

Name of the firm preparing the financial statement and date of preparation:

\_\_\_\_\_  
\_\_\_\_\_

Is this financial statement for the identical organization named on the first page of this questionnaire?

☐ Yes ☐ No

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent, subsidiary):

\_\_\_\_\_  
\_\_\_\_\_

Will this organization act as a guarantor of the contract for management?

☐ Yes ☐ No

### Part III: Technical

1. List each contract which, during the last two (2) years, the person/entity contracting with you:
  - i) terminated for default;
  - ii) sued to compel performance;
  - iii) sued to recover damages, including, without limitation, upon alleged breach of contract, misfeasance, error or omission or other alleged failure on your part to perform as required by your contract;
  - iv) or called upon a surety to perform the work.

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2. During the past three (3) years, has the Proposer's firm ever been a party to a bankruptcy or reorganization proceeding?

☐ Yes ☐ No

If answer is "YES," explain below.

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3. Describe below whether any present or anticipated Title VI Discrimination Complaints against your company exist. Attach additional paperwork if necessary. If none, state "None."

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4. Describe whether any present or anticipated commitments and/or contractual obligations might have an influence on the capabilities of the Proposer to perform the work called for by this Contract. Any apparent conflicts as between the requirements/commitments for this Contract with respect to the use of Proposer's resources, such as management or technical expertise or financing, should be explained. If none, state "None."

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5. If any professional or other licenses, permits, or certifications are required to perform the work/services called for by this solicitation, list the license, permit, or certification that the Proposer or Proposer's employees or agents possess. If none, state "None."

License or Permit or Certification \_\_\_\_\_

Name of Holder \_\_\_\_\_

Issuing State or Entity \_\_\_\_\_

6. If any insurance is required please provide certificates of insurance naming the TPO as an additional insured. If none, state "None."

\_\_\_\_\_  
\_\_\_\_\_

7. Have any of the Proposer's officers, partners, owners, managers or employees had any project related licenses, permits or certifications revoked or suspended in the past three years.

☐ Yes ☐ No

If the answer is "YES", explain below.

\_\_\_\_\_  
\_\_\_\_\_

8. List the names, titles and attach resumes or brief descriptions of the related industry experience for all management personnel assigned to this project. At a minimum this will include the primary Manager assigned to this project that will have the primary responsibility for performing the majority of work under this contract. This should clearly reflect the record of skill and experience of your proposed project management team.

#### Part IV: Proposal/Bid Acknowledgement

To: Bay County TPO

The undersigned hereby declares that he/she has carefully read and examined the Advertisement and the Request for Proposal and has decided to provide services and equipment in conformance to the specifications and requirements of the RFP # 22-01 and any addendum thereto at the price stated in the attached Proposal and or any final Proposal offered.

I additionally certify that we are fully licensed and insured and have the proper equipment, systems, and personnel to handle the project as documented in this procurement document.

This Proposal shall remain in effect for ninety (90) days after the deadline for submitting Proposals.

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Company Name

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Address

City

State

Zip Code

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Authorized By

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Title

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Authorized Signature

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Date



**Part V: Proposer/Bidder Verification**

State of \_\_\_\_\_ County of \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me

personally came and appeared, \_\_\_\_\_, by me known

to be said person, who swore under oath as follows:

1. He/she is (Title) \_\_\_\_\_ of

(Firm Name) \_\_\_\_\_

2. He/she is duly authorized to sign this Questionnaire on behalf of said firm and duly signed this document pursuant to said authorization.

3. The answers to the questions set forth in this Questionnaire are true, accurate and complete.

4. He/she acknowledges and understands that the Questionnaire includes provisions, which are deemed included in the Contract if awarded to the firm.

5. He/she certifies that the attached financial statements for this Bid properly reflect the financial position of the company for the periods indicated on the financials.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

My Commission expires \_\_\_\_\_, 20\_\_\_\_\_

### **Affidavit of Non-Collusion and Information Required of Proposers**

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the Proposer (if the Proposer is an individual), a partner in the bid (if the Proposer is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Proposer is a corporation);
2. That the attached bid or bids has/have been arrived at by the Proposer independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the Request for Proposal, designed to limit independent bids or competition;
3. That the contents of the bid or bids have not been communicated by the Proposer or its employees or agents to any person not an employee, agent, or board member of the Proposer or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit:

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Company Name

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Authorized Signature

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Contractor's E.I. Number

(Number used on Employer's Quarterly Federal Tax Return)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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Notary Public Signature

My Commission expires \_\_\_\_\_, 20\_\_\_\_\_