### TRANSIT ADVERTISING SERVICES CONTRACT 22-02

This contract is entered on the <u>1</u> day of <u>January</u>, <u>2023</u>, by and between the Bay County Transportation Planning Organization (hereinafter referred to as the "TPO") with administrative offices located at 1010 Cone Avenue, Panama City, Florida 32401 and <u>Fuel Media Holdings 2</u>, <u>LLC</u>, (Contractor), a for-profit corporation domiciled in and authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal employer identification number is 47-3026032 and whose principal address is <u>2330 Centerville Road</u>, Florida 32308.

### WITNESSETH

WHEREAS, the Bay County TPO is the owner of the Bayway vehicles, an inventory of which is attached, which are located at 1010 Cone Avenue, Panama City, Florida, 32401; and,

WHEREAS, the Bay County TPO issued a Request for Proposals soliciting proposals from qualified firms for the exclusive right and privilege to place approved advertising materials, of the type herein described, outside and inside of the Bay County Transportation Planning Organization (TPO) vehicles at such locations on the vehicles as may be approved by the TPO or its designee. It is the TPO's intention to generate an additional source of revenue for Bayway. Therefore, the amount of payment by Contractor to the TPO is of importance. In this regard, Contractor shall provide a minimum annual guarantee of seventy-eight thousand dollars (\$78,000.00) per year over the term of the contract period which is effective on January 1, 2023 and continue through December 31, 2026; or 50% of Fuel Media Holdings 2 LLC, net profit per year, whichever is greater. Upon agreement by both parties, the contract may be renewed for two (2) additional one-year periods under the same terms and conditions. The guaranteed annual fee will be paid in equal monthly installments or as a percentage of the net profit, whichever is greater. Net profit shall be defined as the total sum of money collected by the Contractor from advertisers for the display of advertising after payment of expenses, where applicable.

### **Section 1: Specific Terms and Conditions**

- 1. Contractor shall be Bay County's primary independent contractor for the sale of advertising on the Fixed Route and Paratransit vehicles, and various Transit related properties and publications.
- 2. Assignment. Contractor shall not assign, transfer, convey or otherwise dispose of, in whole or part, the contract, purchase order or any award relating to this Contract without the prior written approval of the TPO, which approval the TPO will not unreasonably withhold.
- 3. Monthly Remittance and Reports for all Services. Contractor is required to remit one twelfth of the minimum annual guarantee amount. Within twenty (20) calendar days after the last day of the month in which they were earned (either minimum guarantee or revenue whichever is greater). The monthly report shall be organized by each of the advertising services. The report shall include the following for each of the advertising services:

- A. All contracts in effect
- B. Billings for the month by Contractor
- C. Collections for the month by Contractor
- D. Past due amounts by advertisers
- E. Total remaining balances on accounts by advertisers
- F. Contract expiration dates by advertisers
- G. Proof of contact for all leads / potential advertisers

The monthly payment and report are to be mailed to:

Bay County TPO 1010 Cone Avenue Panama City, FL 32401

Contractor shall furnish the TPO with copies of all signed contracts and correspondence (including changes in prices, lengths of contracts, and cancellation notices). Within thirty (30) days of their execution.

Contractor shall maintain all required records for three (3) yeas 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.

Contractor shall 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 Contractor, and at such other times upon one (1) day's written notice.

Contractor 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 50% share of this revenue exceeds the minimum annual guarantee for the contract years, 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. This will be presented and reviewed based on first come first served and the availability of space.

### **TPO Advertising**

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

The TPO reserves the right to "wrap" transit vehicles with advertising to promote its transit services. The contractor 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.

The TPO reserves the right to add to or eliminate vehicles from its fleet without permission from the Contractor 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 Contractor. 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 shall 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.

### **Contract Changes**

In the event the TPO or its designee orders work omitted, the Contractor 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.

### Contract Default or Bankruptcy

Contractor 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 mail or email. 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 contractor 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.

### **Termination of Advertising Concessions**

The TPO reserves the right to terminate the contract upon thirty (30) days written notice, via mail or email, to the contractor should the TPO decide to discontinue advertising on TPO transit

vehicles. Contractor 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.

### **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.

Contractor shall immediately remove any advertisements, at the Contractor's sole cost and expense upon written demand of TPO or TPO designee, that do not comply with the guidelines established in this contract. In the event that such matter is not removed within two (2) working days of receipt of the written demand, the TPO or TPO designee may remove said material or display and the Contractor 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.

All advertising shall be printed and displayed in a neat and workman-like manner. Contractor 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 Contractor to promptly remove, at the Contractor's own expense, any advertising which, in the opinion of the TPO, is unsightly in appearance. Contractor 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 is 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 or TPO designee 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 <u>may not</u> be accepted for transit vehicles.

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.

### Contractor's Evaluation/Demand to Cure

Contractor's performance will be evaluated by the TPO or designee until completion or termination of the Contract. The quality of Contractor's 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 Contractor the opportunity to correct/cure or present its position concerning items that were reported to be deficient. If Contractor, is 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.

### **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.

Contractor 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.

Contractor 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: \$500,000 Each Occurrence Liability (Combined Single Limit) \$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

The Insurance Certificate must contain the following:

- 1. 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.
- 2. 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.
- 3. The Certificate of Insurance must be submitted within ten (10) days after notification of award to the Bay County TPO c/o Bay County Transit Department, 1010 Cone Avenue, Panama City, Florida 32401.

### **Performance Bond**

Contractor 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 contractor 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 II: General Terms and Conditions

### **Investigation of Conditions**

Contractor is directed to read the specifications and terms of the Proposal carefully, as no additional compensation will be granted for failure to inform it 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.

Contractor 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. 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.

### **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.

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 Courts (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 TPO's immunities.

### **Indemnity and Insurance**

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, "indemnitees") 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 Contractor 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. 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 TPO 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 indemnitees) caused or contributed to the losses, injuries or damages claimed.

The Contractor 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

Contractor 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 Contractor 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 Contractor 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 contract shall be construed as waiving any of the rights of the TPO under the laws of the State of Florida.

### **Third Part Contract Requirements**

Contractor shall be required to comply with all terms and conditions prescribed for third party contracts by the FTA, FDOT, and TPO.

### **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.

### 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.

### Section III: Transit Advertising Specifications / Scope of Services

### **Operating Requirements**

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

- 1. Providing adequate personnel to install and maintain advertising signage.
- 2. Assuring 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/or artwork.
- 3. Contractor utilizing 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 contractor will be responsible for any damage to TPO transit vehicles resulting from vinyl removal.
- 4. Indemnifying, defending, and holding 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. Providing 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. Contractor shall be knowledgeable of and shall comply with all applicable local, state and federal laws and regulations.
- 7. Contractor shall be solely responsible for the payroll, insurance coverage, benefits, personnel administration, and supervision of all personnel hired by the Contractor to provide the services required by this contract.
- 8. Contractor, 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.
- 9. Installation and ongoing maintenance of signs and other necessary activities of the contractor 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 Contractor 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 TPO transit logos and/or Public Transportation must be visible.
- 3. The contractor shall bear the cost of replacing or relocating any transit logo(s).
- 4. The vehicle number must be displayed in three locations on the vehicle: rear and both sides.
- 5. Neither Contractor nor its subcontractors 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 Contractor for the expense to repair and repaint the damaged sections. The contractor 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.
- 6. Contractor, at its own expense, is responsible for the replacement of vinyl signs/wraps that are damaged as a result of accidents or must be removed for repairs to transit vehicles.

### **Storage Space**

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

### Illustrated/Wrapped Vehicles

A maximum of fourteen (14) fixed route vehicles and a maximum of twenty (20) paratransit vehicles may be illustrated/wrapped at any one time for paying advertisers. This number may be revised if the TPO determines that Contractor has made a good case for the change, but the final decision lies with the TPO. The Contractor 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% of any window without prior approval from the TPO or TPO designee.

### **Compensation to County**

This guaranteed annual revenue schedule will be paid in equal monthly installments or percentage of net profit, whichever is greater.

Year	Annual Guaranteed Revenue to County	Percentage Of Net Profit
1	\$78,000.00	50%
2	\$78,000.00	50%

3	\$78,000.00	50%
4	\$78,000.00	50%
5	\$78,000.00	50%

### **Section IV Performance Standards**

Contractor shall maintain a comprehensive sales plan, and shall aggressively market a program to advance the sale of advertising space. Contractor shall put forth its best efforts to coordinate the sale, installation, removal, and maintenance of advertising space on Fixed Route and Demand Response vehicles, and various Transit related properties and publications.

Contractor will work with the Transit Operations Coordinator who will oversee advertising designs for compliance with the TPO's Transit Advertising Policy, as well as for consistency, quality and appearance of the fleet for the exterior and interior bus advertising and other Transit related publications. Art and copy for all ads must be pre-approved by the TPO or TPO's designee prior to application on any vehicle(s).

Contractor, at its own expense, will be responsible for posting/installing advertising signs, removing outdated signs and any signs rejected by the county. In the event the TPO or its designee orders work omitted, Contractor 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.

Installation of advertising on vehicles must occur within <u>14</u> days from purchase. Installation and ongoing maintenance of signs and other necessary activities must take place when the vehicle is not in revenue service. Contractor must not interfere with Bayway operations. Access to vehicles will be provided: <u>within 48 business hours of being notified</u>.

All Contractor employees and subcontractors are required to sign in at the Bayway Operations and Maintenance Facility's front desk and obtain an access badge that must be worn so that it is visible at all times when on Transit property.

All advertising shall be displayed in a neat and professional manner. Contractor shall maintain all displayed advertising so as to ensure a neat appearance and promptly remove, at its own expense, all advertising which is torn, expired, or otherwise unsightly in appearance no later than fifteen (15) days following the final date of an advertised event or offer.

Contractor shall submit all requests for full wrap displays to the Transit Operations Coordinator with a full color illustration showing the proposed advertisement for written approval. Any bus/van with a full wrap shall display all appropriate numbering and signage decals; although the numbers and decals can be relocated to other positions on the back of the bus providing the relocation meets all appropriate vehicle codes. Each bus used for a full wrap display shall be returned to the TPO by the Contractor in the exact condition, paint scheme, and decal placement as the rest of the fleet at the conclusion of the full wrap display contract for that bus. All expenses for painting and bodywork in converting a bus back to standard design when direct applications signs or full wrap displays are removed and not replaced with another sign or wrap, shall be the sole responsibility of the Contractor, and it is understood that the TPO shall incur absolutely no costs whatsoever in these efforts. The TPO will make all paint and body repairs, or arrange to have the repairs completed, and will bill the Contractor for all necessary parts and labor at the prevailing rates.

The TPO reserves the right to add to or eliminate vehicles from its fleet without permission from the Contractor 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 contractor. 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.

This contract is executed by the parties, hereto, on the date indicated below:

(SIGNATURES ON FOLLOWING PAGE)

IN		WHEREOF, , 2022.		arties	have	executed	this	Contract	as o	f this	87 <del>08884</del>	day	of
Exe	ecuted by:												
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В		Pamn Henders	on, Boar	rd Chair				_					
		Lamar Hobbs,	Transit P	rogram	Admin	istrator		_					
	pproved s to form: _	William C. Her	ry, TPO	Attorne	ey			_					
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## EXHIBIT 1 SCOPE OF SERVICES

### **INTRODUCTION/SCOPE OF SERVICES:**

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 Bayway and Bayway. 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.

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 **Revenue Proposal Section** of this RFP, inclusive of a minimum annual revenue guarantee.

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

- 4. Provide adequate personnel to install and maintain advertising signage.
- 5. 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.
- 6. 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.
- 7. 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.
- 8. 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.
- 9. Shall be knowledgeable of and shall comply with all applicable local, state and federal laws and regulations.
- 10. 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 Bayway'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.

# EXHIBIT 2 PROPOSER'S RESPONSE TO RFQ 22-02

(To be inserted after award)

### SUBMITTAL FORM

### TPO-RFP 22-02

This submittal ofFUEL Medi	a Holdings 2, LLC	("Firm")						
organized and existing under the laws of the State of Florida doing business as FUEL Media Holdings 2, LLC (Insert a								
corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Transportation Planning Organization, Bay County, ("TPO").								
In compliance with the Advert as detailed in this submittal.	sement for Submittals, this Fi	rm proposes to perform all work						
By this Submittal, this Firm certifies, and in the case of a joint Submittal each party certifies as to its own organization, that this Submittal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this solicitation with any other competitor.								
Submitted By:	Cheryl Anderson							
Prepared By:	Cheryl Anderson							
Contact Email	cheryl@fuelmediaholdin	zs.com						
Address	2330 Centerville Rd - Tal	ahassee, FL 32308						
Telephone	850-251-5465							
Chuy Anduzon Signature of Authorized Repre	sentative	9/20/22 Date						

SEAL: (If submittal is by Corporation)

# ATTENTION: MS. SANDRA CULBRETH, TRANSIT OPERATIONS COORDINATOR BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION REQUEST FOR PROPOSAL

RFP No. 22-02

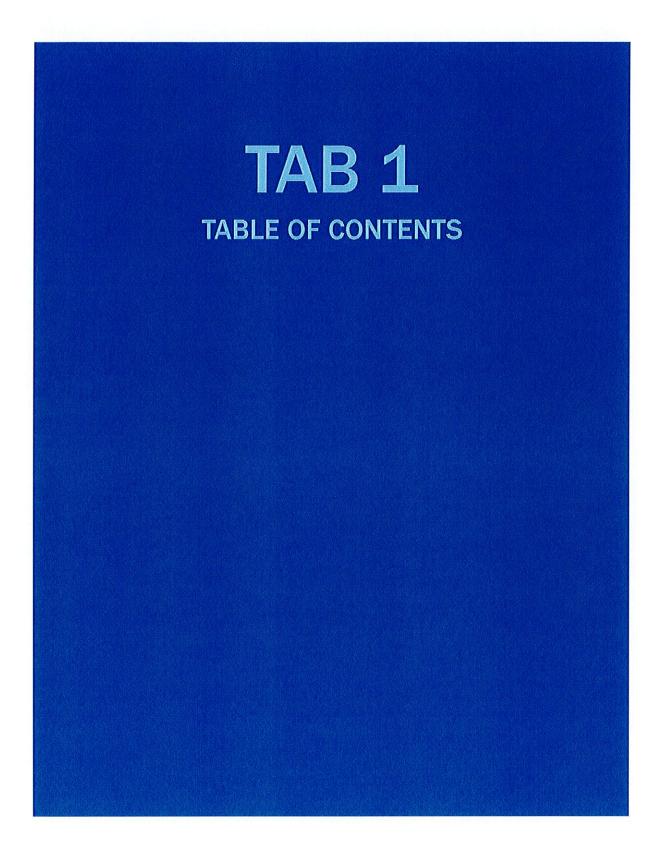
TRANSIT ADVERTISING SERVICES SEPTEMBER 26, 2022





2330 Centerville Road, Tallahassee, FL

Cheryl Anderson, Vice President - Co-Owner Phone: 855-552-3624 | cheryl@fuelmediaholdings.com



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# TAB 2 GENERAL INFORMATION

September 26, 2022

Mr. Lamar Hobbs Transit Program Administrator 1010 Cone Avenue Panama City, FL 32401

Re: Transit Advertising Services RFP No. 22-02

Dear Mr. Hobbs:

FUEL Media Holdings 2 LLC appreciates this opportunity to submit a proposal to continue providing transit advertising services and sales revenue to the Bay County TPO. During our partnership, we have learned the importance of the transit vehicles assets as well as the important and vital services it offers the citizens of Bay County. The company you choose needs to focus on the customer service it offers the Bay County TPO advertising vendors, Bay County TPO staff, and the sales revenue it offers the Bay County TPO.

We have had the pleasure of partnering with the Bay County TPO for 5 years. We take pride that the Bay County TPO awarded FUEL one of our very first major transit advertising program contracts. We know you took a chance on us and allowed us the opportunity to learn and grow in the transit advertising industry. During this process, we are proud of our many accomplishments in developing the current Bay County TPO advertising program. Here are a few milestones:

- All existing contracts are renewed through some period of 2023.
- · Currently 100% sold of the fixed route bus inventory with full wrap buses.
- Currently 70% sold of the on-demand bus inventory;9 full wraps and 4 partial ad panels.
- · 90% retention rate of renewal contracts with existing advertising vendors.
- · Secured National Account: Morgan & Morgan Law Firm and Kanner & Pintaluga.
- · Secured Regional Account: Perry & Young Law Firm.
- · Secured Statewide Account: Florida Department of Health.
- · Secured a host of local businesses.
- Joined and retain membership with the Bay County and Panama City Beach Chamber of Commerce.
- Secured an exclusive partnership with Limelight Graphics & Signs to provide all graphic materials.

Over these past five years, FUEL has grown to be the only disadvantage business enterprise outdoor advertising company working with municipalities in North Florida, Georgia, Louisiana, Indiana, New Hampshire, Ohio, and South Carolina.

FUEL is eager to continue our service to the Bay County TPO. Our proposal summarizes our experience in successfully conducting similar operations in other municipalities and clearly demonstrates our firm's abilities to continue our services to the Bay County TPO Advertising Program at a level superior to that of our competitors. We have developed a great working relationship with your staff and our current Bay County advertising clients. We are a proven partner you can count on!

On behalf of myself and the entire FUEL Team, we are committed to this project and trust this proposal meets with your approval. Thank you for the opportunity to submit our proposal and we look forward to engaging in a further long-term partnership with The Bay County TPO, it's citizens and local businesses. Please feel free to contact me for any additional information.

Respectfully submitted,

Cheryl Anderson

Vice President- Co-Owner FUEL Media Holdings 2, LLC

### MISSION STATEMENT

We exist to deliver superior services and extraordinary financial returns to our clients, transit partners and members. We act as a vital resource for our public transportation partners.

### OUR GUIDING PRINCIPLES

- · Maximize revenue and growth for our transit partners
- · Deliver the highest quality service to our customers
- · Respond promptly to our customers' needs and those of our transit partners
- · Maintain the highest degree of integrity and professionalism
- · Continue to innovate and create new products and services
- · Demonstrate financial accountability

### ADVERTISING EXPERIENCE

FUEL delivers financial returns while enhancing the reputation of our transit authority partners for more than twelve years. Our experience and dedicated resources consistently result in greater revenues for the transit agencies we serve. We will have an exclusive focus for the Bay County TPO Transit Advertising Program market area. There are no conflicts between competing multimedia interest and the services we provide.

### UNIQUE MARKET ADVANTAGES

- · Sales strategy of long-term local sales in addition to regional and national sales.
- · Existing sales and operations team dedicated to the Bay County TPO.
- · Fully integrated services providing a turn-key program for successful transit advertising



FUEL has recorded continuous revenue growth. As of January 2022, our company owns or operates more than 1,500 advertising displays covering North America in 16 municipalities.

### COMPANY DESCRIPTION

Years in business: 12

Principal contact: Cheryl Anderson, Vice President 2330 Centerville Road | Tallahassee, FL 32308 850-251-5465| cheryl@fuelmediaholdings.com

### As a result of Superior Service, FUEL has been awarded the following contracts:

### Ohio

2019 Toledo, OH (RFP Award)/ Benches

### Louisiana

2018 Lake Charles, LA (RFP Award)/ Buses, Benches & Shelters

#### Georgia

2016 Hinesville, GA (Sole Source)/ Benches

2017 Walthourville, GA (Sole Source)/ Benches

2019 Macon-Bibb County, GA (Sole Source)/ Benches & Shelters

### Florida

2009 Callaway, FL (Sole Source)/ Benches

2009 Baldwin, FL (Sole Source)/ Benches

2010 Escambia County, FL (RFP Award)/ Buses, Benches & Shelters

2014 Clay County, FL (Sole Source)/ Buses & Benches

2014 Green Cove Springs, FL (Sole Source)/ Benches

2016 Hilliard, FL (Sole Source)/ Benches

2017 Fernandina Beach, FL (Sole Source)/ Benches

2018 Bay County, FL (RFP Award) Buses

2019 Palatka, FL (Sole Source)/ Benches

### Indiana

2019 Gary, IN (RFP Award) Public Transportation Corporation / Bus & Shelters

### **New Hampshire**

2020 Nashua, NH (RFP Award) NashuaTransit System / Bus & Shelters

### **South Carolina**

2021 Sumter, SC (RFP Award) Santee Wateree RTA Buses

### FUEL Team Organization The organization chart depicted below lists key personnel.

### EXECUTIVE TEAM

Patrick Mency President Cheryl Anderson Vice President Rhea Mency VP Operations

### MANAGEMENT TEAM

Josh Cockrell Business Development Kassandra Chandler Team Manager Larry Wright National & Regional Account Executive

Lona Ford AP/ AR Carla Holmes Public Relations Manager

### SUPPORT TEAM

Rhona Guevara Office Assistant Bobby Smith Sales Representative

Gregory Davis Installation Manager Damon Schooley Design & Production

### **DBE Certification Letter**

FUEL Media Holdings, LLC 25 N Market St, 117 Jacksonville, FL 32202

In Re: DBE Firm Certification

Dear Patrick Mency,

The Jacksonville Transportation Authority (JTA) is pleased to announce that your firm has been certified as a Disadvantaged Business Enterprise [DBE] in Florida, under a Unified Certification Program [UCP] in accordance with 49 CFR, PART 26.

DBE Certification is continuing from the date of this letter and will conclude on the anniversary date of your firm's certification. Continued certification and participation in the DBE program is contingent upon your firm renewing its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. Failure of your firm's recertification will result in immediate action to decertify the firm.

Your firms listing in the Florida Department of Transportation's Florida Unified Certification Program is affirmation of your firm's continued certification. This listing can be accessed via the internet at:

https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx

Please be advised that DBE Certification is subject to actions by governmental agencies that can impact the disadvantaged status of DBE firms. Be further advised that your DBE Certification with the Florida Department of Transportation dually certifies your firm with all Florida UCP Members. DBE Certification is NOT a guarantee of work, but enables the firm to compete for and perform contract work on all USDOT Federal Aid (FAA, FTA & FHWA) projects in Florida as a DBE contractor, sub-contractor, and consultant / sub-consultant or material supplier.

Original Certification Date April 4, 2016

Certification Renewal Date April 4, 2023

If at any time there is a material change in your firm, including, but not limited to name change, principal ownership, officer, Directors, scope of work performed, daily operations, affiliations with other businesses, individuals or physical locations of the firm, you must immediately notify this office in writing. Notification of the aforementioned circumstances should include all applicable supporting documentation. Upon this Authority's receipt of your amendment(s) you will receive necessary instructions.

Accordingly, your firm may compete for and perform work on all USDOT Federal Aid projects throughout Florida that receive credit for works performed in the following areas:

### NAICS

NAICS 541850: ADVERTISING SERVICES, INDOOR OR OUTDOOR DISPLAY

NAICS 541850: BILLBOARD DISPLAY ADVERTISING SERVICES

NAICS 541850: BUS DISPLAY ADVERTISING SERVICES

NAICS 541850: DISPLAY ADVERTISING SERVICES

NAICS 541850: INDOOR DISPLAY ADVERTISING SERVICES

NAICS 541850: OUTDOOR ADVERTISING

NAICS 541850: OUTDOOR DISPLAY ADVERTISING SERVICES

NAICS 541850: TRANSIT ADVERTISING SERVICES

### FDOT SPECIALTY CODE(S) & DESCRIPTIONS

Indoor and Outdoor advertising. Bus Bench Installation and Maintenance.

Questions or concerns should be directed to this office by mail or telephone. Our telephone number is 904-633-8533 / Fax 904-630-3166.

Sincerely,

Ken Middleton Director, Diversity & Equity Program

If you have any questions please email us at jtafla@dbesystem.com.

Jacksonville Transportation Authority Senior Manager, Diversity & Equity Program http://www.jtafla.com/ (904) 632-5275 or 633-8533

### INSURANCE

Upon execution of the Contract, FUEL Media Holdings will add the Bay County TPO to it's current insurance policy (example below) to indemnify the County.

II.	EPRESENTATIVE OR PRODUCER, AN  IPORTANT: If the certificate holder is  SUBROGATION IS WANYED, subject  his certificate does not confer rights to  OUCER  Sinsureon	s an ADD	MTIONAL INSURED, the police rms and conditions of the police ificate holder in lieu of such a	licy, certain pe	olicies may r	equire an endorsement	s or be endorse. A statement of 877-826-9067
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	840 W 11th Street Panama City, FL 32401						

FUELMED

ACORD

### CERTIFICATE OF LIABILITY INSURANCE

OP ID: JC

02/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

954-963-9626

(CONTRACT Inving Newman Insurance Agency)

PRODUCER
Newman Insurance Agency, Inc.
15700 Striling Road
Hollywood, FL 33021Josephine "Jo" Carilli

INSURER A:Hartford Insurance Company
Fuel Outdoor Media
Fuel Media Holdings LLC
Fuel Media Holdings 2 LLC
25 N Market St. 117
Jacksonville, FL 32202

PS4-963-9626

| CONTACT Irving Newman Insurance Agency
| PACK | PACK | PACK |
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CERTIFICATE HOLDER	CANCELLATION
Bay County Board of County Commissioners	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
840 W. 11th St Panama City, FL 32401	AUTHORIZED REPRESENTATIVE  JULIUM DOLLOWOM

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

### INSURANCE

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FUEL Media Holdings 855-552-3624

# State of Florida Department of State

I certify from the records of this office that FUEL MEDIA HOLDINGS 2, LLC is a limited liability company organized under the laws of the State of Florida, filed on November 30, 2017, effective November 29, 2017.

The document number of this limited liability company is L17000245547.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on April 29, 2022, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-eighth day of July, 2022



Secretary of State

Tracking Number: 0389818545CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

### FUEL MEDIA HOLDINGS 2, LLC Combined Statement of Income December 31, 2021

<u>ASSETS</u>	
Current Assets	
Cash	\$ 51,396
Accounts receivable	28,015
Prepaid Expenses	20,667
Total Current Assets	100,078
Property and Equipment	
Furniture & Equipment	523,730
Accumulated Depreciation	(105,180)
Property and equipment, net	418,550
Other Assets	
Deposits	 10,350
TOTAL ASSETS	\$ 528,978
LIABILITIES AND NET ASSETS	
Current Liabilities	\$ 69,107
Long-term debt	67,440
Total Liabilities	 136,547
MEMBERS' EQUITY (Net Assets) TOTAL LIABILITIES	392,431
AND NET ASSETS	\$ 528,978

### **GENERAL INFORMATION**

### FUEL MEDIA HOLDINGS 2, LLC Combined Balance Sheet December 31, 2021

### REVENUES AND SUPPORT

Contracts, grants and vouchers Interest and dividends	\$	1,372,498 249
TOTAL REVENUES AND OTHER SUPPORT	\$	1,372,747
EXPENSES Direct & Operating Expenses		
Direct costs Operating expenses Interest on debt	\$	669,814 123,228 261,222
TOTAL EXPENSES		1,054,264
CHANGE IN NET ASSETS	\$	318,483
Net Assets, January 1, 2021	\$	73,948
Net Assets, December 31, 2021	<u>\$</u>	392,431

### Clay County Transit Advertising Project

FUEL has the exclusive transit advertising contract to install and maintain advertising on bus benches throughout Clay County. We also sold interior and exterior bus advertising spaces for Clay Transit until they dissolved operations. We continue to provide bench advertising throughout the county.

FUEL joined the Clay County Chamber of Commerce and has been a member since 2014.

### Sales and Marketing

Rate cards were published and are being sent to potential clients. The Executive Team provides monthly sales reports to staff. The Sales team continues to work with national and regional agencies to acquire new leads and potential customers. Currently our benches are 100% occupied.

Results = Bus Benches 100% sold, currently seeking approval for more bus benches installations.

### **Bay County Transit Advertising Program**

FUEL has the exclusive transit advertising contract to sale interior and exterior bus spaces for the Bay County Transportation Planning Organization.

### Advertising and Community Involvement:

FUEL joined the Bay County Chamber and the Panama City Beach Chamber to be active and involved in the community. As members of both Chambers, we have advertised with local news outlets the Bay County E-Biz Online Newsletter and Panama City News Herald.

### Sales and Marketing

Rate cards are updated annually or as needed due to local market trends. The Executive Team provides monthly sales reports to Bay County staff. The sales team continues to sign contracts and currently are SOLD OUT of inventory space on fixed route buses.

The Sales team continues to renew annual contracts with current vendors and continues working with local businesses, national and regional agencies to acquire new leads and potential customers. Para-transit buses are sold at 75% of inventory advertising space.

### Operations

The operations team has taken all pictures and measurements of each bus type to determine specifications for advertising products, full wrap, king, queen, and super tail and tail wraps. The Executive Team has selected a sub-contractor to assist in wrap installations and purchased all templates needed for wrap designs. FUEL works with First Transit Operations Staff to develope procedures for installing advertising products on buses with minimal impact to bus operations.

Results = Fixed Route buses 100 % Sold, Para Transit Buses 75% Sold

### **Lake Charles Transit Advertising Project**

FUEL has the exclusive transit advertising contract to sale interior and exterior buses, bus benches and shelters for the City of Lake Charles Louisiana.

Upon FUEL being awarded the contract there was little to no sales activity by the previous contractor. Bus shelters and benches were in disrepair. FUEL is transforming the outdoor landscape with new outdoor advertising bus benches.

### Advertising and Community Involvement:

FUEL joined the Chamber – Southwest Louisiana in Lake Charles. We are working with fellow local business chamber members to provide a 5% discount of all advertising space purchased.

### Sales and Marketing

Rate cards have been published and are being sent to potential clients. The Executive Team provides monthly sales reports to the Lake Charles staff. The Sales team continues working with national and regional agencies to acquire new leads and potential customers.

### Operations

The operations team has taken all pictures and measurements of each bus type to determine specifications for advertising products. Full wrap, king, queen, back for each bus type. The team has selected a Louisiana area subcontractor and assigns larger scale installations to our Florida subcontractor.

Results = Fixed Route and Para Transit Buses 100% Sold, Bus benches 100% Sold and Bus shelters are 70% Sold.

### Gary Public Transportation Corporation (GPTC)

FUEL has the exclusive transit advertising contract to sale interior and exterior buses and shelters for the Gary Public Transportation Corporation.

Upon FUEL being awarded the contract the Global Pandemic occurred 5 months into operations. Despite the slowdown of the economy, we were able to renew existing contracts and acquire new business.

### Advertising and Community Involvement:

FUEL joined the Gary Chamber and are working with fellow local business chamber members to provide a 5% discount of all advertising space purchased.

### Sales and Marketing

Rate cards have been published and are being sent to potential clients. The Executive Team provides monthly sales reports to the GPTC staff. The Sales team has signed contracts and

received approval from city officials. The Sales team continues working with local, national and regional agencies to acquire new leads and potential customers. The sales team acquired a COVID Vaccine campaign which sold out all available inventory.

### Operations

The operations team has taken all pictures and measurements of each bus type to determine specifications for advertising products including the full wrap, king kong, queen, and tail panels. A local subcontractor has been selected for smaller projects and larger scale installations are assigned to our Florida subcontractor.

Results = The GPTC advertising inventory Bus Shelters are 100% sold. Fixed Routes and Para transit Buses are 70% sold. During the pandemic, GPTC was 100% sold of all inventory (July 2021) for aquiring a statewide vaccine campaign.

### Nashua Transit System (NTS)

FUEL has the exclusive transit advertising contract to sale interior and exterior buses and bus shelters for the Nashua Transit System.

Upon FUEL being awarded the contract the Global Pandemic occurred 3 months into operations and Nashua being in close proximity to the Boston area was considered a covid hotspot. The agency shutdown all bus operations for approximately three months. Therefore, FUEL suspended all sales activity. Despite the slowdown of the economy, we were able to renew existing contracts and acquire new business. Prior to FUEL being awarded the contract there was a low inventory of sales products.

### Advertising and community involvement:

FUEL joined the Nashua Chamber of Commerce. We are working with fellow local business chamber members to provide a 5% discount of all advertising space purchased.

### Sales and Marketing

Rate cards have been published and are being sent to potential clients. The Executive Team provides monthly sales reports to the NTS staff. The Sales team has signed contracts and received approval from city officials. The Sales team continues working with local, national and regional agencies to acquire new leads and potential customers.

### Operations

The operations team has taken all pictures and measurements of each bus type to determine specifications for advertising products. Full wrap, king, queen, back for each bus type. The

team has selected a local subcontractor and may assign larger scale installations to our Florida subcontractor.

Results = Fixed Route Buses 60% of inventory contracted and bus shelters currently sold out through July 2022.



Customer Approval Form generated by Design Production Team sent to client for review and final approval before sent to print company for production.



### Amazon Hiring Campaign / August 2020- Nov 2020





FUEL Media Holdings 855-552-3624



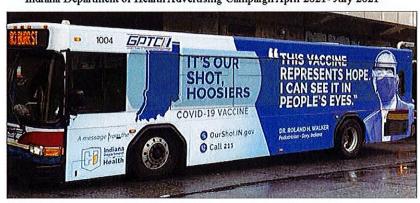
St. Mary's Bank Advertising Campaign September 2020 - Ongoing



Customer Approval Form generated by Design Production Team sent to client for review and final approval before sent to print company for production.



Indiana Department of Health Advertising Campaign April 2021- July 2021



FUEL Media Holdings 855-552-3624



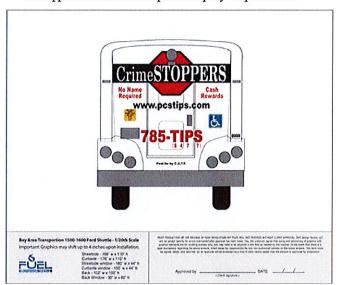
Florida Department of Health Bay County Advertising Campaign May 1, 2019 - Ongoing





Kanner & Pintaluga Property Attorneys Advertising Campaign April 1, 2019 - Ongoing





Crime Stoppers Advertising Campaign August 1, 2019 - Ongoing



# TAB 4 **TEAM EXPERIENCE**

### **TEAM EXPERIENCE**

As will be seen from the resumes of FUEL Media Holdings 2 key staff members, our company has unusual depth of managerial experience. We have the knowledge and diverse skills that outdoor advertising projects require; from understanding and interpreting local conditions, working with communities, manufacturing know-how, and vetting local contractors.



### PATRICK MENCY PRESIDENT / Co-owner

Patrick Mency has over 12 years of sales, field operations, and management experience. Prior to FUEL, Patrick was a Co-Partner with the nation's largest bench advertising company. The company holds contracts throughout the United States provided bench & shelter advertising for numerous cities. Patrick sold his shares to launch Fuel Media Holdings.

As an expert in local laws, Mency also worked with other outdoor advertising companies, traveling across the country to help that firm forge

successful partnerships with municipalities throughout the U.S. He is consistently sought after to help other towns and cities interested in streetscape programs to help write RFP's and educate local governments about the sometimes intricate process of granting such rights while helping to revitalize small businesses and increase city revenue.



### CHERYLANDERSON VICE PRESIDENT / Co-owner

Cheryl joined as co-owner in January 2016. She brings over 30 years of consulting, training, and managing complex projects experience. Her responsibilities include marketing planning and campaigns, market research, and identifying new business opportunities. Cheryl works with our diverse business clients in developing marketing strategies for aggressive growth of their brand within their advertising budgets. In addition, she is responsible for the advertising sales production and the hiring and training of our sales team. Cheryl overseas all transit advertising programs to monitor our sales goals and revenue projections.

As the Bay County TPO Program Manager, she is responsible for forwarding all pending contracts for approval.

Cheryl previously worked as an Administrator with the City of Tallahassee working in customer and field services operations, implementing new product and services for improving the customer's experience. Cheryl has managed and coordinated services for a Marketing Services Program which included recruiting new businesses to join; retaining and building relationships to assist with their marketing campaigns and implementation strategies in the Florida market.

Cheryl holds a Bachelor of Science Degree in Marketing from the Krannert School of Management, Purdue University.

### **BUSINESS PLAN**



RHEA MENCY
VICE PRESIDENT OPERATIONS

Rhea oversees the implementation of all internal processes, inventory management, and office management. Rhea manages the installation of bus benches and bus shelters in all markets. Her knowledge and understanding of required permitting on a state and local level provide for a seamless transition from any current advertising program to our new bus bench design advertising program.

She has a Bachelor of Science Degree in Construction Management Engineering from Purdue University.



LARRY WRIGHT

NATIONAL AND REGIONAL ACCOUNTS EXECUTIVE Larry brings over 30 years of leading national, local sales and marketing experience to FUEL. He is responsible for negotiating all national and regional sales accounts.

Larry has worked in the radio and billboard advertising sector of the advertising industry. He has overseen sales operations, programming sales, and marketing. He has served as the General Manager for many radio stations including ESPN Radio and as the Director of Sales for Cumulus Broadcasting. He has been the creator and producer for

commercial radio and TV advertisings.



DAMON SCHOOLEY
DESIGN DEVELOPMENT

As a graphic designer with over 15 years of experience, Damon has partnered with six outdoor advertising companies to develop design solutions for thousands of clients. He oversees the design and printing process for more than 5,000 advertising sites ranging from national brands to small independently owned businesses. Using effective communication skills, Damon works closely with clients to create striking layouts that best convey an advertiser's message. Whether it's adhering to the brand standards of an establish company or developing a brand identity from scratch, it is done with great attention to detail His

creativity will help to deliver aesthetically pleasing designs to the project.

Damon holds a Bachelor of Science Degree in Graphic Design and Communication from LaRoche University.

### **TEAM EXPERIENCE**



KASSANDRA CHANDLER TEAMS MANAGER

Kassandra Chandler has over 30 years of extensive professional experience in project management and management consulting with diverse organizations including government agencies, corporations, and nonprofit organizations.

Kassandra is responsible for the social media and marketing direction of FUEL. In addition, Kassandra is responsible for the redesign of our website. She oversees the planning and execution of all social media campaigns leading to an increase in sales.

Kassandra holds a Bachelor of Science in Management from the Krannert School of Management, Purdue University.



JOSH COCKRELL, MPP BUSINESS DEVELOPMENT

Josh has more than 10 years of experience in providing economic development and government relations consulting for public agencies, nonprofit organizations, and businesses throughout Northeast Florida. He provides research and business development and strategic planning for FUEL to achieve our strategic business goals.

Prior to working with FUEL, he was Director of Economic Development for Gilmore Hagan Partners where he represented a variety of clients including Jacksonville Airport Authority, Jacksonville Transportation

Authority, St. Johns County Industrial Development Authority, and many others. Josh other past experiences include coordinating a capital campaign for a new hospital in Clay County and serving as Director of Marketing and Community Relations.

Josh holds a Masters degree in Public Policy from Jacksonville University, Jacksonville, Florida and a Bachelor of Arts in Political Science from the College of Charleston, Charleston, South Carolina

# TAB 5 TEAM QUALIFICATIONS

### SUB CONTRACTORS

FUEL current wrap installation subcontractors travel upon request.

LimeLight Signs & Graphics 3630 Peddie Dr, Suite 300 Tallahasee, FL 32303

Owner: Devin McLaughlin 850-544-3040

Professional Graphic Solutions 1900 Douglas Dr. Portage, IN 46368

Owner: James Kirk 219-771-0743

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### INSTALLATION AND MAINTENANCE PROCEDURES

FUEL will provide experienced, knowledgeable personnel to fulfill our installation duties for Bay County TPO throughout the contract term.

FUEL installers have undergone thorough training to ensure that transit vehicles are treated with the greatest care possible.

FUEL's installers have pre-posting and inspection procedures for each vehicle while taking extra precautions not to cover bus numbers, branding and identification, and other critical information.

- 3M Fleet Graphic Materials: FUEL has almost exclusively used 3M products or similar materials. All of our installers have extensive training in 3M Graphic Materials.
- Maintaining advertising inventory: FUEL maintains an up-to-date inventory record showing the current number of buses available as well as the specific products that are displayed both on interiors and exteriors of buses. FUEL's advertising inventory record includes the effective contract dates for each display including the expiration date for each contract.
- Scheduling: FUEL is experienced in all scheduling aspects including those involving extreme weather conditions. It is our goal to establish and maintain mutually beneficial relations with Bay County TPO shop personnel.
- Application and removal of advertising: FUEL will replace expired advertising copy with an advertisement of the same size or clean the surface to the pre-installation condition. FUEL will not layer advertisement panels on the buses and will ensure that panels are free from wrinkles, blisters or similar defects. The advertisements will be straight against the vehicle contour lines and be sharp in appearance.



FUEL has a fully staffed sales and operations team. In all of our markets we will provide all necessary sales and operations staff to complete the requirements of the contract.

FUEL has a proven track record of managing multiple contract transitions. We work closely with the authority's personnel to ensure advertisements meet the standards of the authority as well as providing the highest quality posting through expert sign applicators and the best vinyl materials available. We work with a variety of suppliers to obtain the best products for our clients and the Transit Authority.

The staffing plan defines positions in personnel that are included in description of how our company plans to organize the work involved based on how we structure our local sales and operations team.

Market Manager: FUEL market manager will be the primary contact for the Bay County TPO and will manage office staff and relationships with vendors and clients. The manager will monitor sales initiatives to achieve acceptable utilization of advertising space and that the client's advertising campaign meets the guidelines proposed by Bay County TPO and assure maximum revenue for the market.

Sales Manager: FUEL sales manager will coordinate the day-to-day sales operations for the Bay County TPO and will manage relationships with vendors and clients. The manager will monitor all leading market sales initiatives to achieve acceptable utilization of advertising space, monitor all potential sales to ensure all clients fit within the acceptable guidelines proposed by the Bay County TPO and assure maximum revenue for the market.

Operations Manager: Fuel operations manager is experienced in transit advertising and in relations with installation vendors and he will manage installation and removal of displays, chart inventory, report inspection, maintenance, repairs, photograph displays and provide proof-ofperformance reports.

Sales Administration: Experienced in transit advertising sales support, our administrative personnel will record and report activity of sales in our internal system, including name of advertiser, contact, credit terms, invoice date, billing amounts, and contract period. Additionally, they will assist sales staff and provide marketing support as needed.

FUEL will enforce the standards of Bay County TPO's advertising policy. We will pursue quality clients and advertisers and mitigate those advertisers or content that may be in conflict with Bay County TPO's policies.

### **Quality Control**

Inspection and maintenance of advertising displays will be monitored by staff. If it is noticed repairs are needed, staff will provide the name of advertiser, display type and corresponding bus number to the operation manager and inspection will follow.

**Inspection:** Track down bus needing repair and inspect the problem area. Document bus number and advertiser, photograph, and relay to administration and account executive to gather information on printer vendor used and contact duration.

Estimate Solution: Estimate whether the entire display needs replacing or if partial display can be applied to repair our solution will be based on size of display, and duration of contract. We will also seek client feedback. Document repair solution and subsequent paperwork and client file.

**Repair:** Order display from printer subcontractor can manage quick turn around a printing, shipping, and installation of repair period document repaired dates and corresponding paperwork and client file and on charting spreadsheet and revenue reporting system as needed.

Reporting capabilities: Once executed, the advertising contract will be reviewed by administrative staff to ensure all information is properly completed and will require approval by market manager. Once approved, contract will be entered into our reporting system and the following information will be recorded:

- · Name of advertiser
- · Billing contact information
- · Contract period
- · Displays purchased
- · Billing periods and amounts
- · Invoice dates

After the contract is entered into the reporting system, the contract will be given to the operations manager to chart inventory. The operations manager will record the following information into the internal database:

- · Contract start date installation date
- Display types
- · Quantity of displays

The operations manager will monitor the progress of printing and shipping and report any changes to internal charting spreadsheet, admin, and account executive. If there is any change to the contract start date, administration will reflect the change in the revenue reporting system. When displays are shipped, operations will place the job on the install schedule that is given to the installation subcontractor. Once displays are shipped to installation facility (vendor), the displays are inspected and then installed according to the installation schedule.

Once displays are installed photographs of advertisements and will prepare a proof-of performance (POP) report for company records and for our clients. The POP report will contain the following information:

- · Advertiser and campaign name
- · Account executive name
- · Contract start date an installation date
- · Display types or shelters
- · Bus numbers corresponding with displays
- · Photographs of displays on buses or shelters

The admin and operations reporting systems will record and report the information required by the Bay County TPO, including advertising names, invoice dates, billing periods, collections, contract periods, total sales, billings, revenues, locations of all advertising posted and photographs.

Reports are generated to include but are not limited to the following:

- · Monthly reconciliation reports by:
- Mode
- · Showing type
- Advertiser
- · Start date
- Duration
- Quantities
- · Inventory usage
- Gross revenue

FUEL will work in partnership with Bay County TPO to ensure that all reports required as part of this contract will be 100% satisfactory.

In all our transit advertising markets we have great working partnerships with each Transit Authority. The principles of FUEL work in close conjunction with the marketing and accounting department of each authority to ensure that we are not only generating maximum sales but that the Transit Authority receives prompt, on time payments and reports that reflect the requirements of each contract.

FUEL's operations manager will be accountable to manage inventory control, posting reports, in compliance with all advertising clients. Inventory is kept on a per bus and shelter basis to ensure that the timely posting, removal process, and the availability of space is maintained on a ongoing basis.

### **Design Services**

FUEL's design team is available to each of our clients to create or assist in the design of their advertisement. The staff will make changes to fit existing artwork to our transit formats, answer any questions regarding templates and production, and to offer advice and tips for creating dynamic, successful transit advertisements. Designing for transit is often very challenging, balancing the concept, and content while maintaining high visibility is imperative to the success

of the ad campaign, FUEL design team specializes in design for transit and adaption of existing ads and branding for billboards and other media platforms to the transit medium.

### Sales and Marketing Plan

FUEL has a basic philosophy that carries over to each market area and is the key to our success. That philosophy is –Transit Advertising Works! This is the message that we will bring to potential advertisers when representing the Bay County TPO.

Our philosophy is to generate enthusiasm about the product we sell by being enthusiastic about the product itself. As dedicated transit advertising professionals we have to believe in the product and exude this enthusiasm to potential clients.

Our marketing philosophy entails the mindset that we are not selling signs but RESULTS. We help our advertising customers meet their objectives in reaching people and creating awareness for products and services in the Bay County market. We seek out those categories of potential advertiser that we know through our vast experience that benefit from transit advertising. We have identified key categories such as healthcare, education, entertainment, retail, media, law firms, insurance agencies and real estate agencies that have annual budgets for investing in outdoor advertising.

How will FUEL work to increase sales yearly for the Bay County TPO?

- 1. We are dedicated transit advertising sales professionals. In each market we operate to represent the transit authority as the only product we sell. We do not represent multimedia formats like some of the larger media companies where dollars could be allocated to where it best suits their bottom line not yours.
- 2. Advertising on and in Bay County TPO vehicles will be our sole business in the Bay County market. We will position your products against the other media formats focusing on the ability to maximize reach and frequency of exposure in the market.
- 3. We will position the creative capabilities and unique public interaction that advertising on TPO buses will provide marketers. After all no medium brings the advertisers message to the people where they live, work and play like transit advertising.

### **Local Sales**

Local sales are the backbone of any market. Our goal is to maximize our sales relationships on the local level. It starts with having a sales team that has the intimate knowledge of the local market. It is this knowledge of the market and how the Bay County TPO buses and facilities interact with the public within that market that makes us the experts at showing potential clients how we create successful transit advertising campaigns.

There are two ways to secure local dollars, through ad agencies/media buying companies and direct sales. We focus on both elements. Our sales team will work to ensure that all advertising agencies and media buying companies in the local market are being serviced and are aware that FUEL is the transit advertising contractor.

### **Expectations**

FUEL sales philosophy is "prospect smarter not harder". While we do not rule out anybody as a potential client (within the Bay County TPO guidelines) we prospect with a purpose. Instead of blindly making phone calls and usually never getting past the gate-keeping, we require our team to do their homework and learn about the businesses and organizations in the market area. Researching businesses that are growing and seeking a more robust advertising strategy in the future. We want our team to know in detail what is going on in the communities we serve. We want to be the first in the door to discuss opportunities for promoting the campaign on Bay County TPO buses far in advance. In the transit advertising thinking 6-9 months out when securing business helps to make the advertising program more successful.

We also have expectations that despite today's reliance on the internet and email for contact with customers, we seek to develop personal relationships with clients where possible. It is in building these personal relationships that can sway media decisions as to where to spend their advertising dollars.

### Regional and National Sales Plan

Regional sales are handled similar to National sales with the local sales team having more input for regional sales. Immediately upon award, our Regional and National Account Executive will personally reach out to our regional and national ad agencies and media buying companies. In addition, we will create regional/national promotional materials to disseminate thought the market.

Our Executive Team will ensure that we do not miss out on any potential national and regional dollars. Upon the RFP Award, our plan of action upon will include email blasts notifying our national contacts that FUEL is now handling the Bay County TPO market. We will follow up with materials including rate cards, coverage maps, and demographics information. This effort will ensure that key national and regional representatives know who to call for this market.

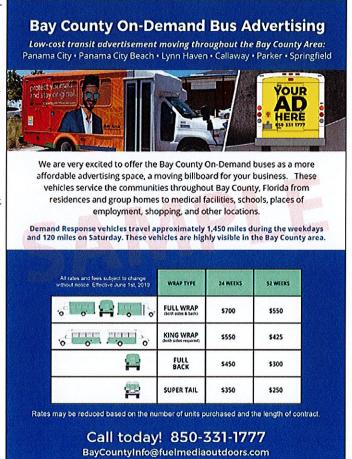
### Rate Cards

FUEL has a philosophy that rate cards are a tool that propose ideal pricing and are structured to provide advertisers with built in discounts for buying more and for longer periods of time.

However, transit advertising, like most media, is a heavy sales endeavor. While we position our product as Bay County TPO transit's ability to reach potential customers and consumers within the market, we position our negotiations more like real estate. Much like an apartment complex, if occupancy is low rents come down to fill up that building. Once occupancy increases go up.

Our philosophy is similar. If we have open space, we are more likely to negotiate off the rate card. Once we have the buses running at or near capacity then we have created more demand and our rates can increase.

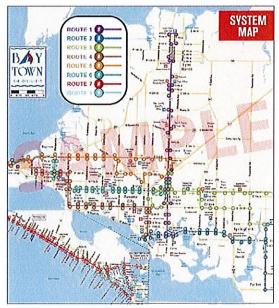
This fundamental principal is one of the keys that have allowed us to increase sales in almost every market. Here is a sample rate card. The final sizes and media options would be finalized upon award.



### Target Marketing

Transit advertising is most effective for advertisers looking to generate a high level of visibility throughout the coverage area of the transit system. We train our sales team to listen to the needs, requirements, and budgets of a potential customers. If a client, such as the Department of Health, has a substantial budget and is looking to target low-income families we will propose a combination of interior and exterior advertising. If there is a similar, smaller budget, local program we may propose an interior cards program so as not to spread their dollars too thin on a few exterior ad panels. We want each client to have a successful campaign so they will renew annually.

We believe that the biggest asset we have to sell is the coverage the Bay County TPO system provides and how your buses and facilities truly interact with the people in the coverage area. Your system map is our best selling tool as it allows potential advertisers locally, regionally and nationally to see how the Bay County TPO system interacts with the area of interest to a specific advertiser.



### Para - Transit Advertising Strategy

Many of our competitors have a limited vision that only large buses are attractive to potential customers. At FUEL, we see every vehicle as an opportunity to inform communities regarding local businesses and increase sales revenue. We see Paratransit vehicles as an opportunity for small and local business to get into the outdoor advertisement space by purchasing lower cost advertisement.

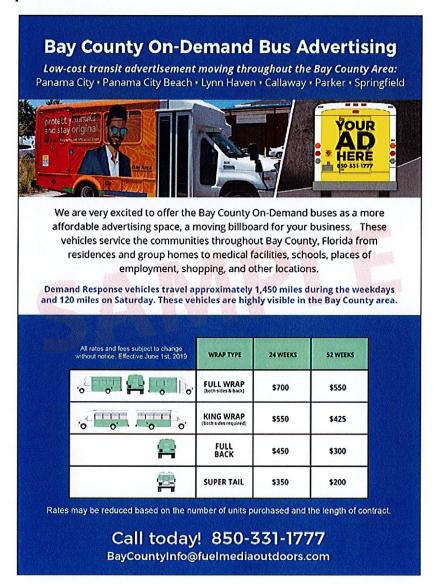
The Paratransit buses serve as moving billboards for a small business to invest in the growth and development of their business. These vehicles with wrap advertisement priced at an affordable rate of \$500 -\$200 per month will increase the economic vitality for local businesses and potentially generate additional annual gross sales revenue. We have sold advertisement to the following businesses in Bay County:

Florida Health Care Department Crime Stoppers Non- Profit Child Care Center Real Estate and Insurance Agents Air Condition Service Company

Below are samples of our marketing promotional materials for Paratransit Buses:



# PROMOTIONAL LITERATURE Sample Rate Card



PROMOTIONAL LITERATURE Sample Promo Card



### **BAY COUNTY TRANSIT ADVERTISING**

Low-cost transit advertisement moving throughout the Bay County Area: Panama City • Panama City Beach • Lynn Haven • Callaway • Parker • Springfield

Nothing does it like an advertisement on the bus! You can't tune it out. You can't change the channel. You can't zap it with the remote. You can't ignore it by taking a different route. You aren't bundled together for a :10 second spot that fits their schedule but not yours.

- REACH No other media in Bay County puts you in front of more people.
- ⇒ FREQUENCY Potential customers see your ad - over and over.
- THIGH VISIBILITY Face it. A bus is hard to miss.
- ⇒ Flexibility offering of various advertising sizes and locations.
- Wrap Type
   # of Impressions

   Full Wrap
   290,000 +

   King Kong
   145,000 +

   Kong
   115,000 +

   Queen
   100,000 +

   Tall Wrap
   115,000 +

→ Mobile - Your advertisement is traveling throughout Bay County; instead of a stagnant location.



Call your local sales rep today! 850-331-1777 www.fueloutdoormedia.com

### PROMOTIONAL LITERATURE Sample Press Release



### News Release, August 1, 2019

# Lake County Transit awards FUEL Media Holdings New Sales Advertising Partnership

FUEL Media Holdings has signed a new transit advertising contract with Lake County Transit. The multiyear agreement will give FUEL the exclusive right to sell interior and exterior transit advertising space. The Lake County Transit 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.

As announced by Patrick Mency, President of FUEL, "We are very excited about our new partnership with Lake County Transit. We have a strong commitment to the public transportation business and the fiscal benefits for Lake County Transit."

FUEL's partnership with Lake County Transit means greater opportunities for local and regional businesses to gain additional exposure through approved advertising materials on Lake County Fixed Routes and Para – Transit vehicles. The transportation advertising business is a growing media platform. The advertising dollars invested enhances the ability to deliver massive outreach. The consumer is not required to subscribe or turn on anything to engage with the advertising message.

We are very excited to offer advertising on our local transit vehicles. The advertising funds generated will provide a source of revenue, in addition to current local, state, and federal funding, for improvements to the existing system and provide an opportunity for the expansion of services in the future, said Lake County Manager, Mr. Transit Director.

For more information on advertising opportunities contact https://www.fueloutdoormedia.com or 352-331-1777

Patrick Mency, President, FUEL Media Holdings Patrick@fuelmediaholdings.com

Cheryl Anderson, Vice President of Sales and Marketing, FUEI. Media Holdings Cheryl@fuelmediaholdings.com

### About FUEL Media Holdings

FUEL Media Holdings is an advertising business based in Jacksonville, Florida committed to helping municipalities, transportation authorities and businesses generate revenue through out-of-home media marketing. We are a motivated team of professionals who are passionate about our work and dedicated to our clients' success. We believe in the communities we operate in and are committed to helping local businesses reach their full potential with bus benches and transit exterior and interior advertising properties.

### PROMOTIONAL LITERATURE Sample Press Release



### News Release, September 25, 2019

# Lake County Transit Official Rollout Ceremony for Bus Advertising was held this morning

Today was the official rollout of bus advertising on the Lake County. Buses. Lake county transit is now selling interior and exterior transit advertising space. The Lake County buses provides public transit to The Villages, Lady, Lake, Leesburg, Tavares, Eustis, Mount Dora, Clermont, and Winter Park The Lake County Commissioners were joined by community partners, city and county officials and the Lake County Chamber of Commerce for a brief ribbon cutting ceremony this morning at the bus yard.

Currently, the New Law firm buses are providing a new visual landscape to the Lake County area with two buses already in circulation. FUEL Media Holdings the contract firm is busy working with other local businesses and national accounts to increase the inventory of more buses being decked out with local businesses logos and advertising slogans.

Lake County Transit is also offering lower cost advertising on the Demand Response Buses. These response vehicles operate Monday thru Friday and on Saturdays. These vehicles travel from residences and group homes to medical facilities, schools, places of employment, shopping, and other locations. On Demand Response vehicles travel approximately 1,450 miles during the weekdays and 120 miles on Saturday. These vehicles are highly visible throughout the community.

The transportation advertising business is a growing media platform. The advertising dollars invested enhances the ability to deliver massive reach. The consumer is not required to subscribe or turn on anything to engage with the advertising message. Bus Advertising cost are more greatly reduced when compared to other ad formats, such as television, newspaper internet and radio.

We are very excited to start seeing advertising on our local transit vehicles. The advertising funds generated will provide a new source of revenue and provide an opportunity for the expansion of new value added services in the future, said Chairman Lake County.

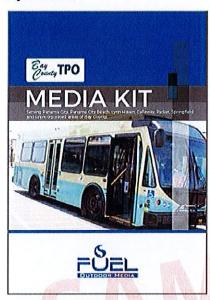
For more information on your business advertising on Lake County Transit opportunities contact FUEL MEDIA HOLDINGS at www.fueloutdoormedia.com or 352-331-1777

FUEL Media is a member of the Lake County Chamber of Commerce.

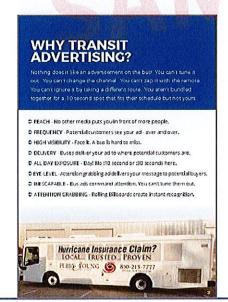
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# PROMOTIONAL LITERATURE Sample Media Kit

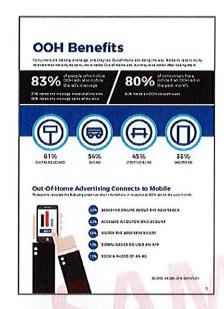


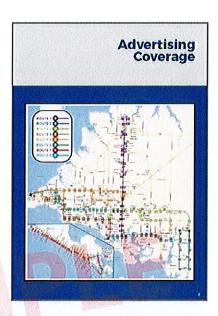






### PROMOTIONAL LITERATURE Sample Media Kit



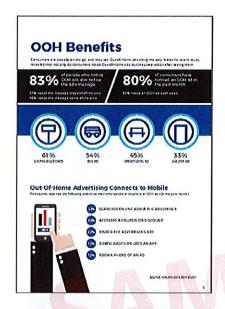


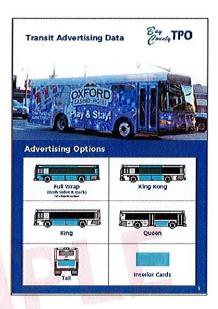




FUEL Media Holdings 855-552-3624

# PROMOTIONAL LITERATURE Sample Media Kit







FUEL Media Holdings 855-552-3624

# PROMOTIONAL LITERATURE Sample Advertising Designs



















### **TEAM QUALIFICATIONS - REFERENCES**

### Al Hoover

Transit Manager – City of Lake Charles 1155 Ryan Street Lake Charles, LA 70601 337-491-1253 / al.hoover@cityoflc.us 11 Buses / 38 Shelters / 29 Benches

### David Wright

Director, Planning and Marketing Gary Public Transportation Corporation 100 West 4th Avenue Gary, IN 46402 219-881-2544 20 Fixed route buses, 20 bus shelter, 8 Para transit buses

### **Donald Christian**

Transportation Coordinator - Escambia County 1515 West Fairfield Dr Pensacola, FL 32501 850-554-2007 297 Benches / 60 Shelters

### **Banking References**

JP Morgan - Chase Bank 187 Capital Green Dr Ponte Vedra, FL 32081 904-686-3001

Wells Fargo Bank 1201 North Monroe Tallahassee, FL 32302 850- 425-2500

### **Primary Account Bank**

Mr. Rob Lane Vice President Capital City Bank 1301 Metropolitan Blvd Tallahassee, FL 32308 850- 402-8008

# TAB 6 REQUIRED ADDITIONAL FORMS

#### ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of	the following addenda:		
ADDENDUM NO.		DATED	-
ADDENDUM NO.		_ DATED	Table to the state of the state
ADDENDUM NO.		_ DATED	
ADDENDUM NO.		_ DATED	7
ADDENDUM NO.		DATED	**
Name of Firm:	FUEL MEDIA HOLDINGS 2, LLC	1.7	-
Authorized Signature	Cheryl Anderson		
Printed Name:	CHERYL ANDERSON		
Title:	VICE PRESIDENT		
Date:	9/20/2022		iran anagija ka arangkasin ke ukasa ar inaga sa ka
14 to 4b o noon a mathilite.	-6 4h - 6' 4 4h -4 4h h		laddanduma if issued Ca

It is the responsibility of the firm to ensure that they have received addendums if issued. Call Transit Operations Coordinator, Sandra Culbreth, Bay County Transit Department at (850) 248-8161, or email <a href="mailto:sculbreth@baycountyfl.gov">sculbreth@baycountyfl.gov</a> prior to submitting your submittal to ensure that you have received addendums.

Rev 8/2022

Addendum Acknowledgement Form

#### CERTIFICATION AND RESTRICTIONS ON LOBBYING

, CHERYL	CHERYL ANDERSON, VICE PRESIDENT	
***************************************	(Name and title of official)	
On behalf of	FUEL MEDIA HOLDINGS 2	that
	(Name of Bidder/Company Name)	<del></del>

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement
- If any funds other than federal appropriated funds have been paid or will be paid to any
  person influencing or attempting to influence an officer or employee of any agency, a
  Member of Congress, and officer or employee of Congress, or an employee of a Member
  of Congress in connection with the federal contract, grant, loan, or cooperative
  agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure
  Form to Report Lobbying," in accordance with its instructions
- The undersigned shall require that the language of this certification be included in the
  award documents for all subawards at all tiers (including subcontracts, subgrants and
  contracts under grants, loans, and cooperative agreements) and that all subrecipients
  shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto

FUEL MEDIA HOLDINGS 2		
(Nam	ne of Bidder/Company Na	me)
: CHERYL ANDERSON		
Cheryl Anderson	(Type or print name)	9/20/2022
Signature of authorized representative:		Date
Rev 8/2022		Certifications and Restrictions on Lobbying Form

FUEL Media Holdings 855-552-3624

### GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
  - Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    - 1. Debarred,
    - 2. Suspended,
    - 3. Proposed for debarment,
    - 4. Declared ineligible,
    - 5. Voluntarily excluded, or
    - 6. Disqualified,
  - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
    - Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
    - 2. Violation of any Federal or State antitrust statute, or,
    - Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
  - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
  - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
  - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a 2.d above, it will promptly provide that information to FTA,
  - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
    - 1. Equals or exceeds \$25,000,
    - 2. Is for audit services, or,

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Government Wide Debarment and Suspension Form

- 3. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
- Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
- Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
  - a. Debarred from participation in its federally funded Project,
  - b. Suspended from participation in its federally funded Project,
  - c. Proposed for debarment from participation in its federally funded Project,
  - d. Declared ineligible to participate in its federally funded Project,
  - e. Voluntarily excluded from participation in its federally funded Project, or
  - f. Disqualified from participation in its federally funded Project, and
- 3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.
- (3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

#### Certification

FUEL MEDIA HOLDINGS 2	
Contractor Ley Anderson	9/20/2022
Signature of Authorized Official:	Date:
CHERYL ANDERSON, VICE PRESIDENT	
Name and Title of Contractor's Authorized Official:	

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Government Wide Debarment and Suspension Form

#### **ANTI-COLLUSION CLAUSE**

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm:	FUEL MEDIA HOLDINGS 2	
Authorized Signature	Cheryl Anderson	
Printed Name:	CHERYL ANDERSON	
Title:	VICE PRESIDENT	
Date:	9/20/2022	

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Anti-Collusion Clause Form

#### CONFLICT OF INTEREST DISCLOSURE FORM

Transportation Planning Commissioners (BOCC), interested directly or in- Contract or in the suppli	g Organization (TPO), or their affiliates ario directly, in any manner es, work or business to w	her officer or employee of the Bay County or of the Bay County Board of County subsidiaries which consist of Bayway is whatsoever in or in the performance of the hich it relates or in any portion of the profits by tangible consideration in connection with
Υ	es 🗌	No X
If yes, please expla	ain:	
diligent inquiry, any dire	ector, officer, owner or e y interest, directly or ind	the best of the Proposer's knowledge after employee of the Proposer has any interest irectly, which would conflict in any manner ontract hereunder.
Y	es 🗌	No X
If yes, please expla	ain:	
"2" above and hereafter or apparent violation of to the attention of the T thereafter cooperate wit	acquires information we any of the above, Proper ransit Operations Coord th the any review and inversely receives from the Train	a conflict of interest as set forth in "1" and hich indicates that there may be an actual oser shall promptly bring such information nator, Ms. Sandra Culbreth. Proposer shall estigation of such information, and comply nsit Operations Coordinator in regard to
Name of Firm:	FUEL MEDIA HOLDIN	GS 2
Authorized Signature	Cheryl Ander	Son
Printed Name:	CHERYL ANDERSON	
Title:	VICE PRESIDENT	
Date:	9/20/2022	

#### **Revenue Proposal Form**

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

% Of Annua	l Income Payabl	e to TPO	Contract Year
·	50	%_	January 1, 2023-December 31, 2023
	50	%	January 1, 2024-December 31, 2024
	50	%_	January 1, 2025-December 31, 2025
	50	%	January 1, 2026-December 31, 2026
***************************************	50	%_	January 1, 2027-December 31, 2027
imum Guarantee			
Minimum An	nual Revenue G	uarantee	Contract Year
\$ 78,000			January 1, 2023-December 31, 2023
\$ 78,000			January 1, 2024-December 31, 2024
\$ 78,000	neo lilikudusekki sun-ekkilikud		January 1, 2025-December 31, 2025
\$ 78,000			January 1, 2026-December 31, 2026
\$ 78,000			January 1, 2027-December 31, 2027
poser is to comp posal, of the RFP.		ue Proposal	form in compliance with Section VI, Revenu
ne of Firm:	FUE	L MEDIA HO	LDINGS 2
horized Signature	$=$ $\bigcirc$	leryl Ar	rderson
ted Name:	CHE	RYL ANDERS	ON
e:	VIC	E PRESIDENT	
e:	9/2	0/2022	

FUEL Media Holdings 855-552-3624

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Revenue Proposal Form

#### 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.
- 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.
  - 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
  - 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.

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Part II: Identity of Proposer
Company Full Legal Name FUEL Media Holdings 2, LLC
Contact Person Cheryl Anderson
Legal Address 2330 Centerville Rd - Tallahassee, FL 32308
Legal Telephone Number <u>855-552-3624</u>
Email Address <u>cheryl@fuelmediaholdings.com</u>
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.
FUEL Media Holdings: 2014-2017
Company Federal taxpayer identification number 82-3610163
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 limited partnership  A joint venture consisting of and
A joint venture consisting of and
A joint venture consisting of and and (List all joint ventures on a separate sheet if this space is inadequate.)
A joint venture consisting of and and (List all joint ventures on a separate sheet if this space is inadequate.)  A non-profit organization  X A corporation organized or incorporated under the laws of the following state or country
A joint venture consisting of and and (List all joint ventures on a separate sheet if this space is inadequate.)  A non-profit organization  X A corporation organized or incorporated under the laws of the following state or country on the following date _August 1, 2017
A joint venture consisting of and and (List all joint ventures on a separate sheet if this space is inadequate.)  A non-profit organization  X A corporation organized or incorporated under the laws of the following state or country on the following date _August 1, 2017

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1.	If the organization is a corporation, indicate the following:		
	Date of incorporation August 1, 2017		
	State of incorporation Florida		
	President's name Patrick Mency  Vice-President's name Cheryl Anderson		
Secretary's name Rhea Mency			
2.	Certificate of Incorporation been previously filed with the TPO (corporation only)		
	Yes X 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.		
6.	If the organization is other than a corporation or partnership, describe the organization and name its principals. Please attach additional pages as needed:		
	N/A		
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.		
	Florida and Georgia		

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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.
	Lime Light Signs & Graphics, Devin McLaughlin - (850) 544-3040
	Big Graphics, Darlene Peco - (603) 594-8686
	Mass Media Outdoor Advertising, Chris Cusimano - (904) 982-3365
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_City of Lake Charles
	Address _ 1155 Ryan Street, Lake Charles, LA 70601
	Contact _ Al Hoover, Transit Manager
	Telephone Number (337) 499-6904
	Name Gary Public Transportation Cort (GPTC)
	Address 100 West 4th Avenue
	Contact _ David Wright, Director of Planning & Marketing
	Telephone Number (219) 885-7555 ext. 204
	Name Escambia Area Transit
	Address _1515 West Fairfield Dr, Pensacola, FL 32501
	Contact _Donald Christian
	Telephone Number <u>(850) 554-2007</u>
10.	Bank References: List names, addresses and telephone numbers of the financial institutions used by your organization. Please attach additional pages as needed:
	Name Wells Fargo Bank
	Address 1201 North Monroe

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Telephone Number (850) 425-2500	
Name Capital City Bank	
Address <u>1301 Metropolitan Blvd</u>	
Telephone Number <u>(850) 402-8008</u>	
Name	
Address	
Telephone Number	
11. Has your organization ever failed to complete any work awarded to you? If so, note wl where and attach a separate sheet of explanation to this form.	nen,
NO	
officer or partner of another organization where it failed to complete a contract? If so, r whom, when and where and attach a separate sheet of explanation to this form.  NO	
13. Attach a corporate financial statement for the most recent year. If a financial statemer not available, please provide other suitable documentation of the financial stability of organization. It is imperative that the company demonstrates that it has the financial capa to carry out the overall performance of this project.	the
Name of the firm preparing the financial statement and date of preparation:	
Johnny Session, CPA - September 20, 2022	
14. Is this financial statement for the identical organization named on the first page of questionnaire?	this
X Yes No	
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(4,000)

100 mg 1 m	xplain the relationship and financial responsibility of the organization whose financial ent is provided (e.g., parent, subsidiary):
15. Will this	organization act as a guarantor of the contract for management?
Yes	X No

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Pa	rt III: Techr	nical				
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.				
	N/A					
2.	During the past three (3) years, has the Proposer's firm ever been a party to a bankruptcy of reorganization proceeding?  Yes X No  If answer is "YES," explain below.					
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."  None					
4.	might have this Contr	whether any present or anticipated commitments and/or contractual obligations e an influence on the capabilities of the Proposer to perform the work called for by act. Any apparent conflicts as between the requirements/commitments for this with respect to the use of Proposer's resources, such as management or technical				

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."

expertise or financing, should be explained. If none, state "None."

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None

License or Permit or Certification None				
Name of Holder None				
Issuing State or Entity None				
If any insurance is required please provide certificates of insurance naming the TPO as an additional insured. If none, state "None."				
None				
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 X No				
If the answer is "YES", explain below.				
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 Manger 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.				
Listed in document				

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#### 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 # 17-01 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.

FUEL Media Holdings 2, LLC			
Company Name			
2330 Centerville Road - Tallahassee, I	FL 32308		
Address City	State	Zip Code	
Cheryl Anderson	Vice President		
Authorized By	Title		
Cheryl Anderson	9/20/2022		
Authorized Signature	Date		

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Part V: Proposer/Bidder Verification					
State of Florida County of Leon					
on the day of <u>September</u> 20_22 before me personally came					
and appeared, <u>Cheryl Anderson</u> , by me known to be said person, who					
swore under oath as follows:					
1. He/She is Vice President (Title)					
ofFUEL Media Holdings 2, LLC(Firm Name).					
<ol><li>He/She is duly authorized to sign this questionnaire on behalf of said firm and duly signed this document pursuant to said authorization.</li></ol>					
<ol><li>The answers to the questions set forth in this questionnaire are true, accurate, and complete.</li></ol>					
<ol> <li>He/She acknowledges and understands that the questionnaire includes provisions, which are deemed included in the contract if awarded to the firm.</li> </ol>					
<ol><li>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.</li></ol>					
Sworn to before me this 23rd day of 500 tember , 2022.					
Heuh Neleyn Notary Public Signature					
My Commission expires 9/9 20_25					
HANNAH MORGAN Notary Public State of Florida Commit HH174181 Expires 9/9/2025					
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FUEL Media Holdings 855-552-3624

#### PRE-PROPOSAL MEETING SIGN-IN SHEET

Project:		Meeting Date: August 26, 2022 Location:		
TPO RFP No. 22-01				
Facilitator:				
Bay County Transit Depart	ment on behalf of Bay County TPO	1010 Cone Avenue Panama City, Florida 32401		
Name:	Company:	Telephone	Email: (Please print clearly)	
Lamar Hobbs	Bay County BOCC	850-248-8161	Ihobbs@baycountyfl.gov	
Sandra Culbreth	Bay County BOCC	850-248-8161	sculbreth@baycountyfl.gov	
Cheryl Anderson	Fuel Media Holdings	855-552-3624 x712	cheryl@fuelmediaholdings.com	
Patrick Mency	Fuel Media Holdings	855-552-3624 x300	patrick@fuelmediaholdings.com	
N				
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Rev 8/2022 Page 1 of 1 Pre Proposal Meeting Sign In Sheet

# EXHIBIT 3 INSURANCE REQUIREMENTS

## BAY COUNTY TPO INSURANCE REQUIREMENTS

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.

Contractor 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.

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

#### 4. 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: \$500,000 Each Occurrence Liability (Combined Single Limit) \$500,000 Each Aggregate

#### 5. 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

#### 6. Workers' Compensation

For minimum limits of:

• Employers Liability: \$100,000 Each Accident

The Insurance Certificate must contain the following:

- 4. 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.
- 5. 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.

6.	The Certificate of Insurance must be submitted within ten (10) days after notification of award to the Bay County TPO c/o Bay County Transit Department, 1010 Cone Avenue, Panama City, Florida 32401.