

16**AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS***Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting***10/6/2026****BCC MEETING DATE****TO: Joy Andrews, County Administrator****DATE: August 31, 2026****FROM: Jaime Locklear, Director, Purchasing****PHONE: 904 209-0158****SUBJECT OR TITLE: Award Request for Proposal (RFP) 2553, Public Transportation Bus Advertising Services****AGENDA TYPE: Bid Award, Consent Agenda, Contract, Resolution****BACKGROUND INFORMATION:**

SJC Purchasing issued a Request for Proposal (RFP) No. 2553, Public Transportation Bus Advertising Services, to solicit proposals from qualified firms to provide advertising services for the County's public transportation system. The program provides for the marketing and sale of advertising space on County-owned public transportation vehicles, including exterior and interior advertising and vehicle wraps. The selected Proposer is responsible for advertising sales, advertiser account management, billing and collection, production coordination, installation, removal, maintenance, and financial and operating reporting associated with the program. One (1) responsive Proposal was submitted by Hybrid Design, Inc, and reviewed by SJC Growth Management Department Transportation Planning and Development against the requirements of the solicitation. This is a revenue-generating Contract, structured so that the County receives seventy percent (70%) of Gross Advertising Revenue each month, with Hybrid Design retaining the remaining thirty percent (30%) as compensation for performing the services. The rate for Exterior Bus Advertising is set at \$12,000. Staff recommends Board approval to award RFP 2553 to Hybrid Design, Inc as the responsive and responsible Proposer, and to execute the contract, as attached hereto, for performance of the Services. The negotiated contract shall be in place for a period of five (5) calendar years, unless terminated early.

1. IS FUNDING REQUIRED? No**2. IF YES, INDICATE IF BUDGETED.** No**IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:****INDICATE FUNDING SOURCE:****SUGGESTED MOTION/RECOMMENDATION/ACTION:**

Motion to adopt Resolution No. 2026-____, authorizing the County Administrator, or designee, to award RFP No. 2553, Public Transportation Bus Advertising Services, to Hybrid Design, Inc., as the responsive and responsible Proposer, and to execute the contract in substantially the same form and format as attached for performance with the required Services.

For Administration Use Only:**Legal: Jalisa Ferguson 9/21/2026****OMB: CB 9/21/2026****Admin: JDD 9/28/2026**

RESOLUTION NO. 2026 - _____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD HYBRID DESIGN, INC., AS THE RESPONSIVE FIRM UNDER RFP NO: 2553; PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES, AND TO EXECUTE A CONTRACT AS NEGOTIATED, FOR COMPLETION OF THE SERVICES.

RECITALS

WHEREAS, the County owns the public transportation fleet for the Sunshine Bus fixed route system and paratransit service and the advertising program provides an opportunity to generate revenue through the sale of approved advertising space on County transit vehicles; and

WHEREAS, the scope of services include advertising services for the County's public transportation system, including the solicitation and sale of advertising, advertiser account management, billing and collection, production coordination, installation, removal, maintenance, reporting, and administration of the transit advertising program; and

WHEREAS, through the County's formal Request for Proposal ("RFP") process, in accordance with SJC Purchasing Policy, Hybrid Design, Inc. was determined to be the responsive Respondent, based upon the Evaluation of County staff, in accordance with the evaluation criteria provided in the RFP; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, and incorporated herein) and finds that entering into this contract serves a public purpose; and

WHEREAS, the services will be funded by gross advertising revenue from sales.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award RFP 2553; Public Transportation Bus Advertising Services to Hybrid Desing, Inc., as the responsive firm based upon the evaluation of proposals.

Section 3. Additionally, upon approval by the Board, County Administrator, or designee, is hereby authorized to execute a contract, in substantially the same form and format as attached, with Hybrid Desing, Inc. for completion of the Services, in accordance with the Contract.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, on this _____ day of _____, 2026.

**BOARD OF COUNTY COMMISSIONERS OF ST.
JOHNS COUNTY, FLORIDA**

ATTEST: Brandon J. Patty,
Clerk of Circuit Court & Comptroller

By: _____
Clay Murphy, Chair

By: _____
Deputy Clerk



GENERAL SERVICES AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR

Public Transportation Bus Advertising Revenue Agreement

Table of Contents

ARTICLE I CONTRACT DOCUMENTS	3
1.1 The Contract Documents	3
1.2 Definitions.....	3
1.3 Independent Contractor.....	5
1.4 Disputes.....	5
ARTICLE II THE SERVICES	5
2.4 Payment of Costs	6
2.5 Taxes	6
2.6 Publicity and Advertising.....	6
ARTICLE III CONTRACT TERM.....	6
3.1 Term.....	6
3.2 Time is of the Essence	7
3.3 Disclaimer of Consequential Damages	7
ARTICLE IV REVENUE SHARE, REPORTING, AND PAYMENT	7
ARTICLE V CONTRACTOR RESPONSIBILITIES	8
5.1 Performance	8
5.2 Authorized Representative.....	9
5.3 Environmental, Safety and Health	9
ARTICLE VI COUNTY REPRESENTATIVE	9
6.1 County Representative Responsibilities.....	9
ARTICLE VII CHANGES TO THE AGREEMENT	9
7.1 Changes to Services and Advertising Inventory	9
7.2 Written Authorization	9
7.3 Changes in Fleet or Advertising Inventory	10
7.4 Additional Advertising Opportunities	10
7.5 Contractor-Proposed Changes	10
7.6 No Oral Modification.....	10
ARTICLE VIII STOPPING SERVICES.....	10
AND ACCEPTING DEFECTIVE OR NONCONFORMING SERVICES.....	10
8.1 Right to Stop Services.....	10
ARTICLE IX CONTRACT SUSPENSION AND TERMINATION	10
9.1 Termination.....	10

9.3 Advertising Contracts Upon Expiration or Termination	11
ARTICLE X WARRANTY AND INDEMNITY	11
10.1 Warranty	11
10.2 Indemnity	12
ARTICLE XI INSURANCE.....	13
11.1 Contractor’s Insurance Requirements	13
11.2 Additional Insured Endorsements and Certificate Holder	13
11.3 Workers Compensation & Employer’s Liability	13
11.4 Commercial General Liability	13
11.5 Automobile Liability.....	13
11.6 Other Requirements	13
ARTICLE XII MISCELLANEOUS.....	14
12.1 Examination of Contractor’s Records	14
12.2 Backcharges	14
12.3 Applicable Law	14
12.4 Governing Law & Venue.....	14
12.5 Assignment	15
12.6 Severability	15
12.7 Section Headings.....	15
12.8 Disclaimer of Third-Party Beneficiaries	15
12.9 Waiver; Course of Dealing	15
12.10 No Waiver of Sovereign Immunity.....	15
12.11 Execution in Counterparts.....	15
12.12 Entire Contract	15
12.13 Survival	16
12.14 Employment Eligibility and Mandatory Use of E-Verify	16
12.15 Equal Employment Opportunity	16
12.16 Public Records	17
12.17 Anti-Bribery	18
12.18 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies.....	18
12.19 Written Notice.....	18
12.20 Non-Exclusive Right.....	17
12.21 Arbitration.....	17
12.22 Arrears.....	17
12.23 Conflict of Interest	17

This General Services Agreement (“Contract”) is made this [REDACTED] day of [REDACTED], 2026 (the “Effective Date”) by and between **ST. JOHNS COUNTY** (“County”), a political subdivision of the State of Florida, whose principal offices are located at 4040 Lewis Speedway, St. Augustine, FL 32084; and **Hybrid Design, Inc.** (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: 1301 Plantation Island Drive S, Suite 205B, St. Augustine, FL 32080, Phone: 904-814-7790, and E-mail: kerry@hybridstudios.net, for **RFP No: 2553 Public Transportation Bus Advertising Services**.

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents consist of the following documents incorporated herein by reference:

- a) Fully Executed Change Orders and Amendments to this Agreement
- b) This Fully Executed General Services Agreement and all Exhibits and/or Attachment hereto:
 - i. Exhibit A – Scope of Services
 - ii. Exhibit B – Revenue Share and Pricing
 - iii. Exhibit C – Advertising Standards and Guidelines
 - iv. Exhibit D – Current Transit Fleet and Advertising Inventory, as applicable;
- c) RFP No. 2553 – Public Transportation Bus Advertising Services, including all Addenda/Exhibits thereto
- d) Insurance furnished by Contractor meeting the requirements of Article XI herein.

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Contract. No terms, conditions, limitations or exclusions in Contractor’s bid/proposal documents or invoices shall be binding upon County or become part of the Contract Documents.

1.1.3 In the event of a conflict between or among the Contract Documents, the documents shall be interpreted in the following order of precedence, unless otherwise expressly provided by the County:

- a. Fully executed amendments to this Agreement.
- b. This General Services Agreement and its Exhibits.
- c. RFP No. 2553 and Addenda thereto; and
- d. Contractor's accepted Proposal

1.1.4 Contractor's Proposal shall be incorporated into this Agreement only to the extent that it is consistent with the requirements of the RFP, Addenda, and this Agreement. No terms, conditions, limitations, exclusions, or other provisions contained in Contractor's Proposal, advertising contracts, invoices, correspondence, or other Contractor documents shall modify or supersede this Agreement unless expressly incorporated through a written amendment executed by the County.

1.2 Definitions

When the following terms appear in the Contract Documents, they shall have the following meaning:

1.2.1 Addendum (Addenda): A document issued by the County during the bidding period which modifies, supersedes or supplements the Contract Documents.

1.2.2 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Work and Warranty Work is performed under this Contract.

1.2.3 Amendment: A written addition or modification of, or a waiver of a right or obligation under the terms of the Contract executed by the County and issued after execution of the Contract.

- 1.2.4 Advertising: Any display, message, graphic, logo, promotional material, or other content placed or displayed on County transit vehicles or other County-approved advertising inventory pursuant to this Agreement.
- 1.2.5 Advertising Contract: A contract or other written agreement between Contractor and an Advertiser for the purchase of advertising under this Agreement.
- 1.2.6 Advertising Revenue: All amounts billed and/or collected by Contractor from advertisers for advertising sold pursuant to this Agreement.
- 1.2.7 Advertising Inventory: The portions of County transit vehicles or other County-approved locations made available for advertising under this Agreement.
- 1.2.8 Advertiser: Any person, business, organization, governmental entity, or other entity purchasing advertising under this Agreement.
- 1.2.9 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.
- 1.2.10 Change Order: A written order to Contractor executed by the County, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof.
- 1.2.11 Contract Time: The number of calendar days between commencement and completion of the Work, as may be amended by Change Order.
- 1.2.12 County Revenue Share: The percentage of Gross Advertising Revenue payable to the County as established in Exhibit B.
- 1.2.13 Contractor Revenue Share: The portion of Gross Advertising Revenue retained by Contractor as compensation for performing the Services under this Agreement.
- 1.2.14 Final Completion: Completion of all Work in compliance with the Contract Documents, as determined by the County, and issuance of a Final Certificate for Payment.
- 1.2.15 Gross Advertising Revenue: The total amount billed or collected by Contractor from advertisers for advertising sold under this Agreement, before deduction of Contractor's commissions, operating expenses, production costs, installation costs, administrative costs, credit-card fees, collection costs, bad debt, or other expenses, except for deductions expressly authorized by this Agreement.
- 1.2.16 Jobsite: Any physical location or other place on, under, in, at or through which any aspect of the Work is performed.
- 1.2.17 Notice to Proceed: A written notice given by the County to Contractor fixing the date on which the Contract Time will commence to run and identifying the corresponding Final Completion date.
- 1.2.18 County Representative: The individual tasked with representing the interests of the County throughout the duration of the Contract.
- 1.2.19 Services: All services required of Contractor under this Agreement, including solicitation and sale of advertising, advertiser account management, billing and collection, advertising production coordination, installation, removal, maintenance, reporting, and administration of the advertising program.
- 1.2.20 Subcontractor: A Subcontractor is an individual, partnership, corporation, association, joint-venture or any combination thereof, which has a direct or indirect contract with Contractor to perform a portion of the Work.
- 1.2.21 Transit Operator: The entity responsible for operation of the County's public transportation system and buses during the Term.

1.2.22 Work: All services required by the Contract Documents, including all labor, materials, supplies, equipment and services as well as all other deliverables provided, or to be provided, by Contractor to fulfill Contractor's obligations under this Contract.

1.3 Independent Contractor

Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work under this Contract. Contractor shall act as an independent contractor and not as an agent in performing this Contract and shall maintain complete control over its employees and all of its Subcontractors and suppliers of any tier. Nothing contained in this Contract or any lower-tier subcontract or purchase order awarded by Contractor shall create any contractual relationship between any such subcontractor or supplier and the County. Contractor shall perform all Work in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

1.4 Disputes

1.4.1 Contractor is solely responsible for requesting instructions, interpretations or clarifications concerning the Contract Documents and is solely liable for any cost and/or expenses arising from its failure to do so. Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Contractor and the County. Unless otherwise directed in writing, Contractor shall at all times carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any dispute. Any dispute that is not disposed of by mutual agreement shall be decided by the County who shall reduce such decision to writing. The decision of the County shall be final and conclusive. Contractor's failure to protest the County's determination or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Contractor of all its rights to further protest, judicial or otherwise.

1.4.2 In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Contractor from its obligations to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

ARTICLE II THE SERVICES

2.1 Scope of Services

Contractor shall provide all labor, supervision, materials, equipment, supplies, transportation, administrative support, sales personnel, installation personnel, maintenance personnel, and other resources necessary to provide the advertising program on public transportation vehicles in St. Johns County with the primary goal of selling available space for advertisements described in this Agreement and **Exhibit A – Scope of Services**.

Contractor shall administer and operate the County's Advertising program in a professional, timely, and commercially reasonable manner and shall perform the Services in accordance with the Contract Documents and all applicable federal, state, and local laws, ordinances, regulations, and County requirements.

2.2 Contractor Responsibilities

Without limiting the requirements of Exhibit A, Contractor shall:

- a. Solicit and procure Advertisers for available Advertising Inventory;
- b. Market and sell Advertising in accordance with the Contract Documents;
- c. Develop and maintain advertising sales materials and rate information;
- d. Enter into and administer Advertising Contracts with Advertisers;
- e. Bill Advertisers and collect all Advertising Revenue;
- f. Maintain complete and accurate records of all Advertising Contracts, billings, collections, credits, adjustments,

and Advertising Revenue;

g. Provide all financial, sales, inventory, occupancy, and operating reports required by the County;

h. Coordinate the production, installation, removal, maintenance, and replacement of Advertising materials;

i. Coordinate all installation and removal activities with the County and Transit Operator to minimize disruption to transit operations;

j. Maintain all Advertising materials and installations in a clean, professional, safe, and serviceable condition; and

k. Provide a designated account representative authorized to act on behalf of Contractor concerning the administration and performance of this Agreement.

2.3 Contractor's Expense

Except as expressly provided otherwise in the Contract Documents, Contractor shall perform the Services at its sole cost and expense. Contractor's Revenue Share shall constitute its full compensation for performing the Services and satisfying its obligations under this Agreement.

2.4 Payment of Costs

Except as otherwise expressly provided, Contractor shall pay directly all costs and expenses of the Work of any kind or nature whatsoever including but not limited to all costs of permitting, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article 11, payments due to Subcontractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, transportation and storage of materials and equipment, preparation of schedules, budgets and reports and all other costs required to satisfactorily complete the Work.

2.5 Taxes

Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the expiration or earlier termination of this Contract. Contractor may not use the County's tax-exempt status unless specifically authorized in writing in advance.

2.6 Publicity and Advertising

2.6.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Contract or the Services or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from the County.

2.6.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

2.7 County Furnished Items

2.7.1 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the performance of the Services. Excluding such permits, fees and licenses, the County shall obtain all approvals, easements, and the like required for Services.

2.7.2 The County shall furnish Contractor electronic copies of the Contract Documents for execution of the Services. Hard copies of the Contract Documents shall be the responsibility of Contractor.

ARTICLE III CONTRACT TERM

3.1 Term

This Agreement shall become effective upon the date of execution by all parties ("Effective Date"), shall remain in effect for a period five (5) calendar years ("Initial Term"). Contractor shall perform the Services within the time periods specified. This Agreement may only be extended in whole or in part upon written Amendment signed by both Parties.

The County Revenue Share, Contractor Revenue Share, and other financial terms established in **Exhibit B – Revenue Share and Advertising Rates** shall remain firm during the Initial Term and any Renewal Term unless modified by a written amendment executed by the parties.

No change to the County Revenue Share, Contractor Revenue Share, Advertising rates, or other financial terms shall be effective unless approved in writing by the County in accordance with this Agreement.

3.2 Time is of the Essence

Time is of the essence regarding each and every obligation of Contractor under this Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

3.3 Disclaimer of Consequential Damages

The County shall not be liable to Contractor, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by Contractor in connection with this Contract, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

ARTICLE IV REVENUE SHARE, REPORTING, AND PAYMENT

4.1 County Revenue Share

In consideration for the rights granted to Contractor and the Services provided under this Agreement, Contractor shall pay the County the Revenue Share identified in Exhibit B of the Gross Advertising Revenue generated under this Agreement. Unless otherwise expressly provided in Exhibit B, the County Revenue Share shall be seventy percent (70%) of Gross Advertising Revenue, and Contractor shall retain the remaining thirty percent (30%) as its compensation for performing the Services.

4.2 Gross Advertising Revenue

Gross Advertising Revenue shall be calculated before deduction of Contractor's costs or expenses, including commissions, salaries, administrative expenses, production costs, installation costs, removal costs, maintenance costs, credit-card fees, collection expenses, bad debt, or other expenses incurred by Contractor in performing the Services.

Contractor shall not deduct any costs or expenses from Gross Advertising Revenue before calculating or remitting the County Revenue Share unless the deduction is expressly authorized by this Agreement.

4.3 Monthly Revenue Report and Payment

Contractor shall submit to the County, no later than the tenth (10th) calendar day of each month, a complete revenue report for the preceding calendar month together with payment of all amounts due to the County.

The Contractor shall provide monthly reports detailing all contracts and billing collection activities well as monthly as well as monthly and total gross revenue earned by all advertising during that monthly reporting period. This shall include a breakdown by fixed route buses and Paratransit buses, and by any future established categories as implemented and approved. Report data relating to sales and billings shall be provided in electronic form and shall, at a minimum, identify: All active advertising contracts, Contract start and end dates, Amounts billed and collected, Outstanding receivables, Installations and removals performed, Revenue by fleet type (fixed route and Paratransit); and Month-to-date and year-to-date totals.

The Monthly Revenue Report shall include a certification by an authorized representative of the Contractor attesting to the accuracy and completeness of the report.

Compensation shall be sent to the County monthly by the tenth (10th) calendar day after the end of the month, except in

the case of the last payment when compensation shall be paid within thirty (30) days after the termination, cancellation, or expiration of this Contract. Each payment shall be based on the gross receipts for the month immediately preceding the date of payment, which will include the percentage of gross advertising revenue plus the minimum payment as identified in the Contract.

The Contractor agrees to use its best efforts to obtain the fair market value for the display of all advertising material.

The Contractor agrees to include in all its contracts for the display of advertising material a standard provision requiring that should the Contractor be held in default under this agreement, the Contractor shall assign and transfer to the successor contractor all applicable contracts for advertising on the Sunshine Bus fleet items (i.e., buses internal and external), and such contracts shall thereupon become the property of the successor contractor.

Any payment or portion thereof not received within thirty (30) days after the due date shall be considered delinquent and shall accrue interest at the rate of 1.5% per month, or eighteen percent (18%) per annum, from the due date until paid. Implementation of this provision shall not preclude the County from terminating this Contract for default for nonpayment, or from enforcing any other provisions contained herein.

4.4 No County Payment

The County shall have no obligation to pay Contractor for the Services performed under this Agreement. Contractor's compensation shall consist solely of the Contractor Revenue Share established in Exhibit B, together with any other compensation expressly authorized by the Contract Documents.

4.5 Records and Audit

Contractor shall maintain complete and accurate books, records, Advertising Contracts, invoices, receipts, collection records, reports, and other documentation necessary to verify Gross Advertising Revenue and the County Revenue Share. The County shall have the right, upon reasonable notice and during normal business hours, to inspect and audit such records in accordance with the audit and records provisions of this Agreement.

If an audit determines that Contractor has underreported Gross Advertising Revenue or underpaid the County Revenue Share, Contractor shall promptly pay the deficiency to the County. Any amount determined to be due shall be subject to any applicable remedies provided under this Agreement.

ARTICLE V CONTRACTOR RESPONSIBILITIES

5.1 Performance

5.1.1 Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contractual obligations hereunder.

5.1.2 Contractor shall perform no part of the Services at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or samples for such portion of the Services. If Contractor performs any portion of the Services where Contractor knows or should know such Services involves a recognized error, inconsistency or omission in the Contract Documents without notice to the County Representative and the County, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

5.1.3 Contractor shall perform the Services strictly in accordance with this Contract.

5.1.4 Contractor shall confine its operations to the Jobsite or such other land and areas identified in and permitted by the Contract Documents. Contractor shall assume full responsibility for any damage to any such land or area, to the County or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Services. Should any Claim be made by any such owner or occupant because of the performance of the Services, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Applicable Law, indemnify and hold harmless the County, and its officers, directors, agents and employees and anyone directly or indirectly employed by them from and against Claims, costs, losses, and damages arising out of or resulting from any Claim or action, legal or equitable, brought by any such owner or occupant against the County or any

other party indemnified hereunder to the extent caused by or based upon Contractor's or a Subcontractor's performance of the Services.

5.1.5 Contractor and the Services must comply with all Applicable Law and the requirements of any applicable grant agreements.

5.2 Authorized Representative

Prior to commencing Services, Contractor shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Contractor ("Authorized Representative"). All communications given to the Authorized Representative shall be binding upon Contractor. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 12.19 titled "Written Notice".

5.3 Environmental, Safety and Health

5.3.1 Safety and Protection. Contractor shall be solely and exclusively responsible for conducting operations under this Contract to avoid risk of harm to the health and safety of persons and property and for inspecting, supervising and monitoring all equipment, materials (whether in storage on or off the Jobsite), work practices and safety precautions (including but not limited to adequate maintenance of traffic) used in the Services to ensure compliance with its obligations under this Contract. Contractor shall provide or cause to be provided necessary training and furnish all safety equipment/tools, including OSHA compliant and ANSI certified personal protective equipment as appropriate and necessary for the performance of the Services, to its subcontractors of every tier and enforce the use of such training and safety equipment/tools.

5.3.2 Compliance. Contractor shall comply with all Applicable Laws bearing on the safety of persons or property, or their protection from damage, injury or loss including compliance with applicable permits, plans and approvals. To the extent allowed by law, Contractor shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Contractor's subcontractors and suppliers of any tier, with respect to the Services.

ARTICLE VI COUNTY REPRESENTATIVE

6.1 County Representative Responsibilities

6.1.1 The County shall designate as its representative a County Representative. The County Representative shall be authorized to act on behalf of the County only to the extent provided in this Article VI.

6.1.2 The County and Contractor shall communicate with each other in the first instance through the County Representative.

6.1.3 The County Representative shall review Contractor's revenue reports, payment calculations, and other financial information submitted pursuant to Article IV and may verify the Gross Advertising Revenue and County Revenue Share reported by Contractor.

6.1.4 The County Representative shall monitor the Contractor's performance of Services, and shall document any aspects of the Services which are not satisfactorily performed in accordance with the Contract Documents.

ARTICLE VII CHANGES TO THE AGREEMENT

7.1 Changes to Services and Advertising Inventory

The County may, from time to time, modify, add, remove, or otherwise adjust the Services, Advertising Inventory, vehicles, routes, facilities, advertising locations, or other operational elements of the advertising program to accommodate changes in the County's transit system or operational requirements.

7.2 Written Authorization

No change that modifies the financial terms of this Agreement, including the County Revenue Share, Contractor Revenue Share, or any other compensation or payment obligation, shall be effective unless authorized by a written amendment executed by the parties.

7.3 Changes in Fleet or Advertising Inventory

Changes in the number, type, availability, or configuration of County vehicles or other Advertising Inventory shall not constitute a breach of this Agreement and shall not, by themselves, entitle Contractor to additional compensation, damages, lost profits, or a reduction in the County Revenue Share.

7.4 Additional Advertising Opportunities

The County may identify additional vehicles, facilities, locations, or other opportunities for Advertising during the Term. Contractor may provide a written proposal describing the proposed Advertising opportunity, applicable rates, installation requirements, and other associated costs or revenue terms for County review and approval.

No additional Advertising opportunity shall be implemented until approved in writing by the County.

7.5 Contractor-Proposed Changes

Contractor may submit written recommendations for changes or enhancements to the advertising program. Any such recommendation shall include sufficient information for the County to evaluate the proposed change, including operational impacts, costs, revenue implications, and proposed implementation.

Submission of a recommendation shall not obligate the County to approve or implement the proposed change.

7.6 No Oral Modification

No modification, amendment, waiver, or change to this Agreement shall be binding upon the County unless made in writing and executed by an authorized representative of the County and Contractor, except where this Agreement expressly authorizes the County Representative to provide written direction within the scope of the Agreement.

ARTICLE VIII STOPPING SERVICES, AND ACCEPTING DEFECTIVE OR NONCONFORMING SERVICES

8.1 Right to Stop Services

If Contractor fails to perform the Services in accordance with the Contract Documents, the County may direct Contractor to suspend all or any portion of the Services until the deficiency is corrected. Contractor shall not be entitled to additional compensation, damages, or an adjustment to the County Revenue Share as a result of a suspension caused by Contractor's failure to comply with the Contract Documents.

ARTICLE IX CONTRACT SUSPENSION AND TERMINATION

9.1 Termination

9.1.1 The county may by written notice to the contractor terminate the services under this contract in whole or in part at any time for the county's convenience or for the default of contractor.

9.1.2 Upon receipt of such termination notice Contractor shall immediately stop all Services and shall immediately cause any and all of its Subcontractors and material suppliers at any tier, to immediately stop all work, leaving the Jobsite or work area in a safe and secured condition. Contractor shall not be paid for any work performed or costs incurred after the termination date that reasonably could have been avoided. The County may direct Contractor to assign Contractor's right, title and interest under terminated orders or subcontracts to its designee.

9.1.3 Contractor shall not remove from any Jobsite any materials, equipment, plant or tools that have been paid for by

County pursuant to this Contract. Contractor hereby grants the County a free and unimpeded right of access to Contractor's facilities, which shall survive any termination of the Contract, for the purpose of permitting the County to take control of and remove any Services, including but not limited to any Services for which title has vested in the County.

9.1.4 If the County terminates this Agreement for convenience, Contractor shall be entitled only to the Contractor Revenue Share earned on Gross Advertising Revenue properly attributable to the period through the effective date of termination. Contractor shall not be entitled to anticipated profits, lost revenues, unearned Contractor Revenue Share, termination costs, or any other compensation for services not performed.

9.1.5 For purposes of this Termination provision, Contractor shall be deemed in default if Contractor (1) persistently or repeatedly refuses or fails to perform the Services in a timely manner, (2) fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials, (3) fails to make prompt payment to Subcontractors, or for materials or labor, (4) becomes insolvent or becomes the subject of voluntary or involuntary bankruptcy proceedings, (5) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or (6) breaches or violates a material provision of this Contract. If the termination is attributable to the default of Contractor, the County shall have the right, without prejudice to any other right or remedy, to take possession of the Jobsite and of all materials, equipment, tools, and machinery thereon owned by Contractor and may finish the Services by whatever methods it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Services are finished.

9.2 Revenue Upon Termination

9.2.1 Termination of this Agreement shall not relieve Contractor of its obligation to account for and remit all County Revenue Share amounts attributable to Gross Advertising Revenue generated before the effective date of termination.

9.2.2 Contractor shall provide a final revenue report and remit all amounts due to the County within **thirty (30) calendar days** after the effective date of termination, unless otherwise directed in writing by the County.

9.3 Advertising Contracts Upon Expiration or Termination

9.3.1 Upon expiration or termination of this Agreement, Contractor shall provide the County with a complete and current listing of all active Advertising Contracts, including Advertiser name, contract term, Advertising location, amounts billed, amounts collected, amounts outstanding, and other information reasonably requested by the County.

9.3.2 Contractor shall cooperate fully with the County and any successor Contractor designated by the County to facilitate an orderly transition of the Advertising program.

9.3.3 Contractor shall not enter into any Advertising Contract extending beyond the expiration or termination date of this Agreement without the County's prior written approval.

9.3.4 Unless otherwise directed by the County, Contractor shall remove all Advertising materials installed under this Agreement upon expiration or termination and shall restore affected County property to the condition required by the Contract Documents.

ARTICLE X WARRANTY AND INDEMNITY

10.1 Warranty

10.1.1 Contractor warrants to the County that all Services performed under this Agreement shall be performed in a professional and workmanlike manner by personnel qualified and competent to perform the Services and in accordance with the Contract Documents.

10.1.2 Contractor warrants that all materials, equipment, advertising installations, and other items furnished or installed by Contractor under this Agreement shall be of good quality, free from defects in materials and workmanship, and in conformity with the Contract Documents.

10.1.3 Contractor shall, at its sole cost and expense, promptly correct, repair, replace, or otherwise remedy any defective, damaged, or nonconforming Services, materials, equipment, or Advertising installations for which Contractor is responsible

under this Agreement.

10.1.4 Contractor shall commence corrective action within five (5) calendar days after receiving written notice from the County of a defect or nonconformance, or sooner if reasonably required by the County due to an emergency, safety concern, damage to County property, or other condition requiring immediate action.

10.1.5 All warranties and guarantees of manufacturers, suppliers, Subcontractors, and other parties relating to materials, equipment, or Services furnished by Contractor shall be obtained by Contractor for the benefit of the County to the extent applicable. Contractor shall enforce such warranties and guarantees, when necessary, on behalf of the County.

10.1.6 If Contractor fails to correct defective or nonconforming Services within the time required by the County, the County may, without limiting any other right or remedy available under this Agreement or by law, correct or cause the defective or nonconforming Services to be corrected. Contractor shall reimburse the County for its reasonable costs incurred in doing so.

10.1.7 Failure by the County to immediately reject defective, nonconforming, or unauthorized Services shall not constitute acceptance of such Services, relieve Contractor of its obligations under this Agreement, or prevent the County from pursuing any remedy available under the Contract Documents or applicable law.

10.1.8 Contractor's obligations under this Section shall survive expiration or termination of this Agreement to the extent necessary to address Services performed, materials furnished, or Advertising installations made during the Term.

10.2 Indemnity

10.2.1 Contractor shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

10.2.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

10.2.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Contractor" shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

10.2.4 In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 10.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers' compensation acts, disability benefits acts or other employee benefit acts.

10.2.5 Contractor's indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

10.2.6 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

10.2.7 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

10.2.8 Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Services or resulting from the incorporation in the Services of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

10.2.9 The indemnification provisions of this Section 10.2 shall survive expiration or earlier termination of this Contract.

ARTICLE XI INSURANCE

11.1 Contractor's Insurance Requirements

11.1.1 All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of this Contract. No Services shall commence under this Contract until Contractor has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Services including Warranty Work.

11.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

11.1.3 The types and amounts of insurance required under this Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Contractor may have to the County or others. Nothing in this Contract limits Contractor to the minimum required insurance coverages found in this Article XI.

11.2 Additional Insured Endorsements and Certificate Holder

The term "Additional Insured", as used in this Contract, shall mean St. Johns County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
4040 Lewis Speedway
St. Augustine, FL 32084
Attn: Purchasing

11.3 Workers Compensation & Employer's Liability

Contractor shall procure and maintain during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability in at least such amounts as is required by law for all of its employees per Florida Statute 440.02.

11.4 Commercial General Liability

Contractor shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

11.5 Automobile Liability

Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

11.6 Other Requirements

The required insurance limits identified in Sections 11.4 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of services, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

ARTICLE XII MISCELLANEOUS

12.1 Examination of Contractor's Records

12.1.1 The County or its authorized representative shall, until the expiration of five (5) years after expiration or termination of this Agreement, or for such longer period as may be required by applicable law, have access to and the right to examine any books, documents, papers, electronic records, Advertising Contracts, invoices, billing records, collection records, payment records, and other records of Contractor directly pertinent to the Services, Gross Advertising Revenue, or County Revenue Share under this Agreement.

12.1.2 Contractor shall maintain complete and accurate records sufficient to verify all Gross Advertising Revenue and the County Revenue Share payable under this Agreement.

12.1.3 The County's examination and audit rights shall include the right to review records relating to discounts, credits, refunds, barter arrangements, complimentary Advertising, commissions, bundled services, agency arrangements, and any other transaction or adjustment that may affect Gross Advertising Revenue or the County Revenue Share.

12.1.4 If any examination or audit reveals that Contractor has underreported Gross Advertising Revenue or underpaid any amount due to the County, Contractor shall immediately pay the amount due. The County may also recover any reasonable costs incurred by the County in conducting the examination or audit to the extent permitted by law and this Agreement.

12.1.5 Contractor shall make its records available at reasonable times and upon reasonable notice. Contractor shall not destroy, alter, conceal, or otherwise dispose of records subject to this Section during the required retention period.

12.1.6 The County's exercise or non-exercise of its examination or audit rights shall not constitute acceptance of Contractor's revenue reports or payments and shall not waive any right of the County to subsequently identify and recover amounts due under this Agreement.

12.2 Backcharges

Upon the County's notification to undertake or complete unperformed Work such as cleanup or to correct defective or non-conforming services, equipment, or material (Backcharge Work), if Contractor states or by its actions indicates it is unable or is unwilling to immediately proceed and/or complete the Backcharge Work in an agreed time; the County may perform such Backcharge Work by the most expeditious means available and backcharge Contractor for any and all costs thereby incurred by the County.

The County may separately invoice Contractor for such costs or offset such costs against any amounts otherwise due or payable to Contractor, if any.

12.3 Applicable Law

Contractor and the Services must comply with all Applicable Law and the requirements of any applicable grant agreements.

12.4 Governing Law & Venue

The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

12.5 Assignment

Contractor shall not assign the Services or this Contract, in whole or in part, without the prior written consent of the County. Contractor shall be responsible for all Services performed under the Contract Documents. Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any Change Order issued pursuant to the Contract or make an assignment or transfer of any amounts payable to Contractor under the Contract, without the prior written consent of the County. In the event of any assignment, Contractor remains secondarily liable for performance of the Contract, unless the County expressly waives such secondary liability. The County may assign the Contract with prior written notice to Contractor of its intent to do so. This Contract may be assumed by and shall inure to the benefit of the County's successors and assigns without the consent of Contractor.

12.6 Severability

If a court deems any provision of the Contract void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

12.7 Section Headings

The section and other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

12.8 Disclaimer of Third-Party Beneficiaries

This Contract is solely for the benefit of County and Contractor and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Contract, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than County and Contractor, any right, remedy, or Claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon County and Contractor.

12.9 Waiver; Course of Dealing

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Contract shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Contract after the Effective Date shall not be deemed a waiver or modification of this Contract.

12.10 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

12.11 Execution in Counterparts

This Contract may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Contract is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Contract and/or a signature page of this Contract by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Contract.

12.12 Entire Contract

This Contract, together with the Contract Documents for the Services, constitutes the entire Contract between County and Contractor relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written. This Contract may not be amended or modified except in writing signed by both parties.

12.13 Survival

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, payment obligations, and the County's right to audit Contractor's books and records, shall in all cases survive the expiration or earlier termination of this Contract.

12.14 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Contract, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Contract.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. The Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Contract for breach of these provisions regarding employment eligibility.

12.15 Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

12.15.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

12.15.2 Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

12.15.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

12.15.4 Contractor will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.15.5 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

12.15.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

12.15.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

12.15.8 Contractor will include the provisions of paragraphs 12.15.1 through 12.15.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

12.16 Public Records

12.16.1 Contractor shall comply and shall require all of its Subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
- (3) Ensure that public records related to this Contract that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Contract and following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the County; and
- (4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the County to perform the Services.

12.16.2 If Contractor, upon expiration of this Contract or earlier termination thereof: i) transfers all public records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Contractor shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

12.16.3 Failure by Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Contract by the County.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, [500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084](#)

12.17 Anti-Bribery

Contractor and its Subcontractors shall at all times during the term of this Contract comply with all anti-bribery and corruption laws that are applicable to the performance of this Contract. Contractor represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Contractor shall immediately notify the County of any violation (or alleged violation) of this provision.

12.18 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

12.18.1 Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

12.18.2 Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

12.19 Written Notice

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Contract shall be validly given when delivered as follows:

- i. Hand delivered to Contractor's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County
4040 Lewis Speedway
St. Augustine, FL 32084
Attn: Purchasing Director
Email Address: SJCPurchasing@sjcfl.us

Hybrid Design,, Inc
1301 Plantation Island Drive S, Suite 205B
St. Augustine, FL 32080
Attn: Kerry Pulzone,
Email Address: kerry@hybridstudios.net

With a copy to:
St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084
Email Address: BCCAttorney@sjcfl.us

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual

receipt by the named addressee. County and Contractor may each change the above addresses at any time upon prior written notice to the other party.

12.20 Non-Exclusive Right

Contractor has no exclusive right to perform the Services under this Contract. The County may, at its sole and absolute discretion, contract with others to perform the same duties or any part of the Services.

12.21 Arbitration

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with this Contract in any manner whatsoever.

12.22 Arrears

The Contractor shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligations or indebtedness that would impair its ability to fulfill the terms of this Contract.

12.23 Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder. The Contractor further represents that no person having any such interest shall be employed for said performance.

The Contractor shall promptly notify the County in writing, in accordance with Section 12.19 above, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of Services being performed hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion, in accordance with Section 12.19 above, within thirty (30) calendar days of receipt of notification from the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at Contractor's option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to this Contract. If, in the opinion of the County, the prospective business association, interest or circumstance would constitute a conflict of interest by the Contractor, the County shall so state in the notification, and shall provide the Contractor with notice that if the Contractor enters into the prospective business association, interest or circumstance, that County will consider the Contractor in default of the obligations of this Contract, and shall proceed with Termination for Cause.

The authorized representatives hereto have executed this Contract effective as of the Effective Date. Contractor's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Contractor.

County

St. Johns County (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

Contractor

Hybrid Design, Inc (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date of Execution)

(Date of Execution)

Legally Sufficient:

(Office of County Attorney)

(Date of Execution)

EXHIBIT A
SCOPE OF SERVICES
RFP No. 2553 – Public Transportation Bus Advertising Services

A.1 Purpose

Contractor shall provide all services necessary to administer, market, sell, install, maintain, remove, and manage advertising on the County's public transportation fleet and other advertising inventory approved by the County. The Services shall be performed in accordance with this Agreement, RFP No. 2553, all Addenda, Contractor's accepted Proposal, and all applicable laws, regulations, and County requirements.

A.2 Advertising Program

The advertising program shall include advertising opportunities on the County's transit fleet, including exterior and interior advertising space and graphic formats such as bus wraps.

Contractor shall provide, at its sole cost and expense, all labor, supervision, sales personnel, installation personnel, maintenance personnel, advertising materials, equipment, supplies, and other resources necessary to operate the advertising program.

A.3 Contractor Responsibilities

- Solicit and procure advertisers for available advertising space.
- Actively market and sell available advertising inventory.
- Develop and provide advertising sales materials and rate information.
- Enter into and administer Advertising Contracts with Advertisers.
- Bill Advertisers and collect all Advertising Revenue.
- Maintain complete and accurate records of advertising sales, billings, collections, credits, adjustments, and revenue.
- Prepare and submit all financial and operating reports required by the County.
- Prepare advertising materials for installation.
- Coordinate and perform installation and removal of advertising materials.
- Maintain advertising materials and installations in good condition.
- Remove expired, damaged, rejected, or otherwise unauthorized advertising materials.
- Provide an authorized account representative.
- Perform all other Services reasonably necessary to administer the advertising program.

A.4 Advertising Approval

All advertising materials, advertisements, and manner of presentation shall be subject to prior approval by the County Administrator or designee and the Council on Aging Executive Director or designee, as applicable.

Contractor shall not place advertising that is libelous, slanderous, obscene, salacious, false, violent, unlawful, inconsistent with applicable law, detrimental to the operation or image of the transit system, tobacco advertising, electronic vapor product advertising, alcoholic beverage advertising, adult entertainment or adult establishment advertising, firearms advertising, political advertising, or otherwise prohibited by the County's approved advertising standards.

A.5 Advertising Standards

The Advertising Standards and Guidelines set forth in Exhibit C are incorporated into and made a part of this Agreement.

Contractor shall be responsible for implementing and enforcing the approved Advertising Standards.

Contractor shall not modify the approved Advertising Standards without the County's prior written approval. Any material modification shall be accomplished through a written amendment when required by the Agreement.

A.6 Disapproved Advertising

The County or COA may disapprove advertising at any time if the advertising violates the Contract Documents, applicable law, or approved Advertising Standards.

Upon notice of disapproval, Contractor shall remove the affected advertising as soon as practicable, but in no event later than five (5) calendar days after receipt of notice, unless the County requires more immediate removal due to safety, legal,

operational, or other exigent circumstances.

All removal shall be performed at Contractor's sole cost and expense.

If Contractor fails to timely remove disapproved advertising, the County may cause the advertising to be removed and Contractor shall reimburse the County for all reasonable costs incurred.

A.7 Installation and Removal

Contractor shall coordinate all installations and removals in advance with the Transit Operator.

Installations and removals should, when practicable, be performed at the County's Transit Center located at 2595 Old Moultrie Road, St. Augustine, Florida 32086.

Due to the limited number of spare vehicles and the operational requirements of the transit system, installations and removals shall be scheduled to minimize disruption to transit service and shall generally be completed within two (2) days, with no more than two (2) buses at a time, unless otherwise approved by the Transit Operator.

A.8 Advertising Materials

For exterior bus wraps and other exterior applications, advertising materials shall comply with all applicable laws and the specifications approved by the County.

Any exterior wrap, tinting, paint, medium, or advertisement applied to passenger windows shall comply with the legally permitted window-tint requirements, including Section 316.2954, Florida Statutes, as applicable.

Exterior vinyl shall be 3M or an equivalent product approved by the County and shall be removable or changeable without damaging the vehicle.

Any change in the approved vinyl product shall require prior County approval.

A.9 Maintenance and Damage

Contractor shall maintain all advertising materials, displays, hardware, and installations in good repair, clean condition, and free from graffiti.

Contractor shall not deface or damage County property.

Contractor shall reimburse the County for the reasonable cost of repairing damage to County buses, facilities, or other property caused by Contractor, its employees, agents, Subcontractors, or representatives during installation, maintenance, or removal of advertising.

A.10 Geographic Advertising

Advertising shall not be assigned to specific buses or routes for the purpose of targeting particular geographic areas. The County and Transit Operator assign vehicles based upon operational considerations, and Contractor shall not represent to an Advertiser that a particular bus, route, or geographic area will be dedicated to that Advertiser unless specifically approved by the County.

A.11 Fleet and Advertising Inventory

The County does not guarantee a specific number of buses, vans, vehicles, advertising spaces, or advertising locations during the Term.

The available Advertising Inventory may change due to acquisition of new vehicles, retirement or replacement of existing vehicles, changes in the transit fleet, operational requirements, vehicle maintenance or accidents, changes to the transit system, or new advertising opportunities approved by the County and Transit Operator.

A.12 Current Fleet

The current RFP describes approximately fifteen (15) Sunshine Bus fixed-route buses in rotation available for exterior advertising and approximately twenty-six (26) paratransit buses. Fleet sizes, vehicle dimensions, and advertising dimensions are approximate and subject to change.

Typical advertising areas include access doors, rear panels, and side panels. The County may update fleet and advertising inventory information to reflect operational changes.

A.13 Changes in the County's fleet,

Advertising Inventory, routes, facilities, or operational requirements shall not entitle Contractor to additional compensation or a reduction in the County Revenue Share unless expressly authorized by a written amendment executed by the parties.

A.14 Interior Advertising

Interior advertising inventory is limited and shall be made available only where approved by the County and Transit Operator. Contractor shall not install interior advertising displays, frames, racks, moldings, card springs, or other hardware without prior approval.

A.15 Pre-Existing Advertising Contracts

Contractor shall be responsible for managing pre-existing Advertising Contracts only to the extent identified by the County. The County shall provide Contractor with the applicable schedule of pre-existing Advertising Contracts and expiration dates.

Contractor shall not modify, extend, renew, or otherwise alter a pre-existing Advertising Contract without County approval when such action would affect the County's rights, revenue, Advertising Inventory, or the Term of this Agreement.

A.16 Transition at Expiration or Termination

Upon expiration or termination, Contractor shall provide the County and any successor Contractor with all information reasonably necessary to transition the advertising program, including active Advertiser contracts, advertiser contact information, contract expiration dates, advertising locations, amounts billed, amounts collected, outstanding amounts, current advertising inventory, revenue records, and other program records reasonably requested by the County.

Contractor shall cooperate in good faith to ensure an orderly transition.

A.17 Independent Contractor

Contractor is an independent contractor and is not an agent, employee, partner, or joint venturer of the County. Contractor shall have no authority to bind the County or represent that it has authority to do so.

A.18 Federal and Other Requirements

Contractor shall comply with all applicable federal, state, and local requirements incorporated into the Agreement, including applicable Federal Transit Administration requirements identified in the Contract Documents.

EXHIBIT B
REVENUE SHARE AND ADVERTISING RATES
RFP No. 2553 – Public Transportation Bus Advertising Services

B.1 County Revenue Share

Contractor shall pay the County seventy percent (70%) of Gross Advertising Revenue generated under this Agreement. The remaining thirty percent (30%) shall be retained by Contractor as compensation for performing the Services.

B.2 Minimum Guaranteed Revenue

No minimum annual guaranteed revenue is established under this Agreement unless expressly stated in a fully executed amendment.

B.3 Advertising Rates

The following rates were identified in Contractor's accepted Revenue Proposal:

- Exterior Bus Advertising: \$12,000 per year per bus.
- Interior Bus Advertising: NA
- Digital Advertising: NA
- Transit Facility Advertising: NA
- Other: NA

The \$12,000 per year per bus amount is identified as Advertising sold and is not guaranteed annual payment unless expressly established as such by the Contract Documents or a fully executed amendment.

B.4 Gross Advertising Revenue

For purposes of calculating the County Revenue Share, Gross Advertising Revenue shall include all amounts billed or collected by Contractor for Advertising sold pursuant to this Agreement, regardless of whether such amounts are received directly from an Advertiser or through an advertising agency, broker, representative, or other intermediary.

Gross Advertising Revenue shall be calculated before deduction of Contractor's operating expenses, commissions, salaries, production costs, installation costs, removal costs, maintenance costs, administrative costs, credit-card fees, collection costs, or other Contractor expenses.

No deduction shall be permitted unless expressly authorized by this Agreement.

B.5 Discounts and Negotiated Rates

Contractor may negotiate Advertising rates with Advertisers in accordance with normal and customary industry practices; however, Contractor shall provide the County with the applicable rate information and shall not establish rates or arrangements that are inconsistent with the approved Advertising program.

Any discount, credit, barter arrangement, complimentary Advertising, sponsorship, bundled service, or other transaction that reduces the amount otherwise payable by an Advertiser shall be fully disclosed in Contractor's monthly revenue report.

B.6 Monthly Payment

Contractor shall remit the County's Revenue Share within fifteen (15) calendar days after the end of each calendar month. The monthly payment shall be accompanied by the revenue report required under Article IV.

The final payment shall be submitted within thirty (30) calendar days following expiration or termination of the Agreement and shall include all Gross Advertising Revenue attributable to the final reporting period.

B.7 Revenue Records

Contractor shall maintain records sufficient for the County to independently verify Gross Advertising Revenue, amounts billed, amounts collected, discounts, credits, refunds, commissions, Advertising Contracts, Advertising Inventory sold, Advertising Inventory available, contract expiration dates, and the calculation of the County Revenue Share.

B.8 Monthly Revenue Report

No later than the fifteenth (15th) calendar day following the end of each calendar month, Contractor shall submit a report containing, at minimum:

- Gross billings.
- Gross collections.
- Advertising type.
- Advertising location.
- Total Advertising Inventory available.
- Total Advertising Inventory sold.
- Advertiser name.
- Advertising Contract expiration date.
- Public service Advertising space.
- Credits, refunds, and adjustments.
- County Revenue Share calculation.
- Amount remitted to the County.

B.9 Annual Financial Review

Contractor shall provide an annual financial report concerning operations under this Agreement when requested by the County.

The County may require an independent Certified Public Accountant's report concerning Contractor's operations under this Agreement when reasonably necessary to verify Gross Advertising Revenue and the County Revenue Share.

B.10 Advertising Contracts

Every Advertising Contract entered into by Contractor shall identify the applicable Advertising purchased, the term of the Advertising, the applicable rate or consideration, and the Advertiser's obligation to comply with the County's Advertising Standards.

Each Advertising Contract shall provide that the Advertising is subject to County approval and that the County and applicable governmental oversight entities may have access to records necessary to verify Gross Advertising Revenue.

Advertising Contracts shall be subject to assignment or transfer as required by the Agreement upon Contractor's default, expiration, or termination.

B.11 No Geographic Guarantees

No Advertising Contract shall guarantee an Advertiser a specific route, geographic area, or dedicated bus unless expressly approved by the County.

B.12 Contractor Compensation

Contractor's thirty percent (30%) share of Gross Advertising Revenue shall constitute Contractor's full compensation for performing the Services, including sales, administration, billing, collection, reporting, production coordination, installation, removal, maintenance, and ordinary operating expenses.

The County shall have no obligation to reimburse Contractor for its ordinary costs of performing the Services unless expressly authorized by the Agreement.

EXHIBIT C
ADVERTISING STANDARDS AND GUIDELINES
RFP No. 2553 – Public Transportation Bus Advertising Services

C.1 General Standard

All Advertising shall be professional, truthful, lawful, and consistent with the County's approved Advertising Standards.

C.2 Prohibited Advertising

The following Advertising is prohibited:

- Tobacco products.
- Electronic vaping products.
- Alcoholic beverages.
- Adult entertainment or adult establishments.
- Firearms.
- Political messages.
- Obscene or salacious content.
- False or misleading advertising.
- Libelous or slanderous material.
- Violent material.
- Unlawful content.
- Advertising that negatively impacts the transit system or is otherwise rejected by the County under the approved Advertising Standards.

C.3 Approval

No Advertising may be installed or displayed without the required approval of the County Administrator or designee and the Council on Aging Executive Director or designee, as applicable.

Contractor shall maintain documentation demonstrating the approval of each advertisement prior to installation or display.

C.4 Creative Standards

Contractor shall ensure that Advertising is professionally produced, legible, appropriate for viewing from transit vehicles, does not obscure required vehicle markings, safety information, windows, lights, doors, or equipment, does not interfere with safe operation of the vehicle, and maintains the appearance and professional image of the transit system.

C.5 Removal of Disapproved Advertising

Upon notice that Advertising has been disapproved, Contractor shall promptly remove the affected Advertising in accordance with Exhibit A. Contractor shall bear all costs associated with removal and replacement of Advertising that is disapproved because it fails to comply with the Contract Documents or approved Advertising Standards.

EXHIBIT D
TRANSIT FLEET AND ADVERTISING INVENTORY
RFP No. 2553 – Public Transportation Bus Advertising Services

D.1 Current Inventory

The current fleet and Advertising Inventory described in RFP No. 2553 forms the initial basis for the Advertising program. The County's current fleet includes approximately fifteen (15) Sunshine Bus fixed-route buses in rotation available for exterior advertising and approximately twenty-six (26) paratransit buses.

D.2 Advertising Areas

Advertising opportunities may include exterior and interior areas approved by the County and Transit Operator, including access doors, rear panels, side panels, interior advertising areas, and other locations approved by the County.

D.3 Fleet Changes

The County does not guarantee the continued availability of any particular vehicle or advertising location. The fleet and available Advertising Inventory may change during the Term due to vehicle acquisition, retirement, replacement, maintenance, accidents, operational requirements, changes to transit service, or other circumstances.

D.4 Inventory Updates

The County may update this Exhibit to reflect changes in the transit fleet, vehicle dimensions, advertising areas, vehicle availability, or other operational information. Such updates shall not constitute a change to the County Revenue Share, Contractor Revenue Share, or other financial terms of the Agreement.

D.5 Vehicle Assignment

The County and Transit Operator shall determine vehicle assignments based upon operational requirements. Contractor shall not require or represent that specific vehicles or routes will be dedicated to an Advertiser unless expressly approved by the County.

D.6 Vehicle Diagrams and Specifications

Current vehicle diagrams, advertising dimensions, photographs, and other technical specifications may be maintained by the County as supporting documentation to this Exhibit. Contractor shall obtain the County's current specifications before producing or installing Advertising.



NOTICE OF INTENT TO AWARD

August 26, 2026

RFP No: 2553 Public Transportation Bus Advertising Services

St. Johns County hereby issues this Notice of Intent to Award a contract, upon successful negotiations, with Hybrid Design, Inc., based upon evaluation of submitted Proposal under RFP No: 2553 Public Transportation Bus Advertising Services.

Any actual Bidder, Proposer or Supplier who is aggrieved in connection with the Notice of Intent to Award a Contract, where such grievance is asserted to be the result of a violation of the requirements of the St. Johns County Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Director of Purchasing. The Protest must be made in writing and filed by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award, and must be submitted in accordance with Section 13, SJC Purchasing Policy.

Should no Protest be received in response to this Notice, the County will proceed with negotiations, and upon successful negotiations, award of a Contract in accordance with SJC Purchasing Policy.

Please forward all correspondence, requests or inquiries directly to Sherrie Ashby Procurement Coordinator, via email at sashby@sjcfl.us or phone at 904-209-0151.

St. Johns County, FL
Board of County Commissioners
Purchasing Department

Leigh A. Daniels, CPPB
Purchasing Manager
Ldaniels@sjcfl.us
(904) 209-0154 - Direct

Date: _____

RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

COVER PAGE

**SUBMIT ONE (1) ORIGINAL HARD-COPY AND ONE (1) EXACT ELECTRONIC PDF COPY
ON A USB DRIVE IN A SEALED ENVELOPE OR CONTAINER TO:**

PURCHASING DEPARTMENT
ST. JOHNS COUNTY, FL
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084

CONTRACTOR(S) NAME: Hybrid Design, Inc.

CONTACT NAME & TITLE: Kerry Pulzone, President

CONTACT PHONE NUMBER: (904) 814-7790

CONTACT EMAIL ADDRESS: kerry@hybridstudios.net

PAYMENTWORKS CONTACT NAME and EMAIL Kerry Pulzone, kerry@hybridstudios.net

DATE: 05/11/2026



ST. JOHNS COUNTY RFP NO. 2553 -- COVER LETTER

Kerry Pulzone, President
Hybrid Design, Inc.
1301 Plantation Island Drive S, Suite 205B
St. Augustine, FL 32080
904-814-7790
kerry@hybridstudios.net

May 11, 2026

Sherrie Ashby
Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

Dear Ms. Ashby:

Thank you for the opportunity to respond to the request for proposals for St. Johns County Board of County Commissioners Bus Transportation Advertising Services, RFP #2553. We appreciate the opportunity to demonstrate how our agency can continue to provide energetic, results-oriented services for this project.

Since 2020, Hybrid Design has successfully managed the services outlined in this RFP for St. Johns County. During this time, we have achieved strong, measurable results, including a significant increase in advertising revenue to the County as well as enhanced financial support for the Council on Aging and the provision of critical services to the residents of our county. Our experience has provided us with a deep understanding of the program's goals, operations, and opportunities for continued growth.

Hybrid Design is a woman-owned, full-service advertising and design firm with a long history of managing outdoor advertising service in St. Johns County. Founded in 2002, Hybrid Design is a corporation and has never been subject to any administrative or judicial action with any State agency or State court. Our staff includes five full-time and two part-time employees. We remain focused on maximizing the value of available advertising space on public transportation vehicles while maintaining strong relationships with local and regional advertisers.

We have enclosed the requested responses to the RFP and would welcome the opportunity to answer any questions or provide additional materials. Thank you for your consideration.

Sincerely,


Kerry Pulzone, President
Hybrid Design, Inc.



ST. JOHNS COUNTY RFP NO. 2553 -- COMPANY & TEAM QUALIFICATIONS

Kerry Pulzone

President, Hybrid Design

A seasoned designer with a wide range of industry accolades, Kerry Pulzone draws from dual backgrounds in professional design and higher education to bring fresh solutions and smart planning to her clients' marketing challenges. After earning her M.A. in Advertising and Design from Syracuse University, Cum Laude, Kerry worked as a creative director and graphic designer for both Talented Friends, Inc., and KAT Design, both St. Augustine-based agencies. She then completed an eight-year term as Assistant Professor of Graphic Design at Flagler College in St. Augustine before founding Hybrid Design in 2002.

Role in Transit Advertising Program

Throughout the duration of Hybrid Design's engagement in the transit advertising program, which commenced in 2020, Kerry has provided leadership and strategy to continuously grow and enhance all areas of the program. Kerry handles all outreach, sales, and account management for the transit advertising program. She identifies and implements best practices in both program administration and production workflows, keeping in mind specifications required by local, regional, and state guidelines. She is the primary point of contact with St. Johns County and the Council on Aging, including the Paratransit Center.

Sarah Massé

Creative Director, Hybrid Design

Sarah Massé serves as Creative Director at Hybrid Design, where she has led the agency's creative operations since 2010. With a Bachelor of Arts in Graphic Design from Flagler College, she brings a strong foundation in advertising, fine arts, and brand development. Sarah oversees all creative output across print, digital, outdoor, and environmental media, ensuring consistency, quality, and strategic alignment in every deliverable. She manages internal and freelance creative teams, directs workflow, and acts as the primary liaison between clients and designers to maintain clear communication and efficient production timelines.

Role in Transit Advertising Program

Sarah leads all creative and production aspects of the St. Johns County transit advertising program, managing campaigns across a fleet of more than 30 buses. She works directly with advertising clients to develop visually compelling, brand-aligned campaigns that are optimized for large-format transit applications. Her responsibilities include field measurement of bus advertising zones, development of precise design templates, and oversight of technical specifications to ensure accurate production. Sarah also manages file preparation, quality control, and coordination with print vendors and installation teams, ensuring each wrap and panel meets production standards and installs correctly. Her hands-on involvement from initial client consultation through final installation provides continuity across all phases of the program, ensuring both creative excellence and operational efficiency.



ST. JOHNS COUNTY RFP NO. 2553 -- COMPANY & TEAM QUALIFICATIONS

Jakob Tustin

Accountant, Hybrid Design

Jakob Tustin serves as Accountant at Hybrid Design, where he has been responsible for financial operations since 2019. He holds a Bachelor of Science in Finance from the University of South Florida and brings experience in accounting, auditing, and financial reporting. Jakob manages monthly billing cycles, payroll administration, and tax reporting, ensuring accuracy and compliance across all financial activities. His prior experience in auditing and bookkeeping strengthens his attention to detail and ability to assess financial processes.

Role in Transit Advertising Program

Jakob oversees the financial administration of the transit advertising program, ensuring accurate and timely invoicing for all advertising clients. He manages monthly billing processes and reviews operational reports to confirm that invoicing reflects the current status of the bus fleet. This includes coordinating with transit operations data to account for buses that may be out of service due to maintenance or accidents, and applying adjustments or credits as needed. Jakob also reviews new advertising contracts to ensure billing structures are correctly implemented. His work ensures financial transparency, accuracy, and consistency in all program-related transactions.

Sabrina Abare

Data & Analytics Specialist

Sabrina Abare specializes in data analysis and process optimization, with a professional background in employee benefits and a Bachelor of Business Administration in Risk Management from the University of Georgia. She is highly skilled in developing customized analytical tools and translating complex data into actionable insights. Sabrina is known for her ability to streamline processes, identify trends, and create reporting systems that support informed decision-making.

Role in Transit Advertising Program

Sabrina leads data analysis and reporting for the transit advertising program, ensuring alignment between operational activity and financial records. She conducts regular bus audits to reconcile discrepancies between invoicing, fleet activity, and buses in or out of service. She produces monthly reports that track performance, identify trends, and analyze increases or decreases in revenue and fleet utilization. Sabrina also reviews invoices for accuracy and consistency, providing an additional layer of quality control. Her work ensures that program data is reliable, transparent, and actively supports both operational and financial decision-making.



ST. JOHNS COUNTY RFP NO. 2553 -- COMPANY & TEAM QUALIFICATIONS

Thomas M. Pulzone, CPA, CMPE

Financial & Strategic Advisor

Thomas Pulzone is a seasoned executive with over 20 years of experience in financial management, operations, and strategic growth. A Certified Public Accountant and Certified Medical Practice Executive, he holds a degree in Accounting and Business Administration from Flagler College. Thomas has led large-scale organizations through expansion, operational transformation, and complex financial environments, with expertise in budgeting, contract negotiation, and performance optimization.

Role in Transit Advertising Program

Thomas provides high-level financial oversight and strategic support for the transit advertising program. Working in coordination with both accounting and analytics functions, he supports financial review processes, reporting accuracy, and revenue optimization strategies. In addition to financial oversight, Thomas contributes to business development efforts by identifying and tracking prospective advertisers, maintaining lead pipelines, and supporting outreach strategies. His combined expertise in financial operations and strategic planning strengthens both the fiscal management and growth potential of the program.

Subcontractors:

B&S Signs

James Jarrard

2764 S. Collins Avenue

St. Augustine, FL 32084

www.bnssigns.com

907-824-3323

James Jarrard, President of B&S Signs, will partner with Hybrid Design to provide advertising services to the St. Johns County public transportation bus fleet. Since 1967, B&S Signs has supplied St. Augustine and the surrounding region with high-quality signs that help our customers stand out.

W.B. Carr founded B&S Signs with a vision of operating a family-owned sign company known for integrity and service. The company is now owned by second- and third-generation family members, who continue to uphold the same vision.

When W.B. Carr opened the shop more than four decades ago, times were a little different, and so was the sign-making industry. But even though times have changed, one thing that has never faltered is B&S Signs' commitment to our customers. We pride ourselves on producing top-quality signs and backing our products with superior customer service.

B&S Signs, Inc. provides manufacturing, installation and service of electrical, LED, non-lighted signs, digital printed and cut vinyl appliques, ADA with Braille, sandblasted and standalone signs. We have 15 full-time qualified team members along with two part time staff, all of whom have been with us a number of years. We have an experienced crew to manufacture and install all signage.



ST. JOHNS COUNTY RFP NO. 2553 -- RELATED EXPERIENCE

Hybrid Design has directly managed the St. Johns County Transit Advertising Program since being awarded the contract in 2020 through a competitive proposal and evaluation process. Over the past six years, our team has overseen all aspects of the program, including sales, client management, creative development, production coordination, and performance reporting. This hands-on experience has given us a comprehensive understanding of the County's transit system, stakeholder priorities, and the operational requirements necessary to successfully execute and grow the program.

Under our management, transit advertising has become a reliable and expanding revenue stream for St. Johns County and the Council on Aging. Since 2020, we have increased total program revenue, generating more than \$1.23 million in annual revenue for the County and its partners. We have also expanded the active advertiser base working with businesses across a diverse range of industries, including healthcare, legal, hospitality, restaurants, and tourism. These efforts have directly supported the Council on Aging's mission and contributed to funding the Sunshine Bus system, which serves residents throughout the County.

Hybrid Design currently manages advertising across a fleet of more than 30 vehicles, including both Sunshine Bus fixed routes and Council on Aging transportation services. These vehicles operate throughout high-traffic corridors—from the beaches to downtown St. Augustine, and from Hastings to Palencia—providing advertisers with consistent, high-visibility exposure. Campaign performance has reinforced transit advertising as a cost-effective, high-impact marketing channel.

A key differentiator of our approach is our commitment to local economic impact. Program expenditures are directed to St. Johns County-based vendors for design, production, and installation services, ensuring that program-related dollars remain within the local economy. This approach not only strengthens community partnerships but also aligns with the County's broader goals of supporting local businesses and maximizing economic benefit.

Through proven performance, established relationships, and a deep familiarity with the program, Hybrid Design is uniquely qualified to continue delivering and expanding successful transit advertising services for St. Johns County.



ST. JOHNS COUNTY RFP NO. 2553 -- ADVERTISING STANDARDS

Hybrid Design has developed and implemented comprehensive advertising standards to ensure that all transit advertising is effective, appropriate, and aligned with the values and objectives of St. Johns County and the Council on Aging. Our standards are designed to protect the integrity of the program while maximizing revenue, maintaining high-quality presentation, and ensuring operational efficiency.

Content Acceptability Standards

All advertising content is subject to strict review to ensure it is appropriate for public display and consistent with community standards. Hybrid Design prohibits advertising that includes, but is not limited to, explicit or obscene material, discriminatory or offensive messaging, political campaign advertising (unless expressly approved), misleading claims, or content that promotes illegal activities. We also evaluate ads for tone, accuracy, and suitability for a broad audience, including seniors and families. Final content approval is coordinated with County representatives as required.

Installation, Removal & Maintenance Procedures

Hybrid Design manages all aspects of production, installation, and removal through experienced, insured vendors. Installations are scheduled to minimize service disruption and are completed within 10-15 business days of final approval and production. All materials are specified for durability and weather resistance to maintain appearance and longevity. We conduct routine inspections of the fleet and any damaged or deteriorated graphics are repaired or replaced within 30 business days.

Approval & Oversight Process

Hybrid Design follows a structured, multi-step approval process to ensure quality and compliance. This includes internal review, client proofing, and final approval by designated County or Council on Aging representatives when required. All stakeholders are provided with digital proofs prior to production, and no advertisement is installed without documented approval. We maintain clear records of all approvals and revisions to ensure accountability and transparency.

Brand Protection & Design Quality

We prioritize high-quality, professional design that reflects positively on both the advertiser and St. Johns County. All creative assets are reviewed for clarity, readability, and visual impact at scale. We ensure compliance with advertiser brand guidelines while also maintaining consistency with County standards. Hybrid Design provides design support when needed to elevate the effectiveness of campaigns and ensure that all advertising enhances the appearance of the transit fleet.

Reporting

Hybrid Design provides regular, detailed reporting to the County and Council on Aging. Reports are delivered monthly and include current advertiser listings and revenue summaries. Upon request, custom reports can be generated to meet specific County requirements.

Revenue Transparency & Compliance

We maintain full transparency in all financial reporting and adhere strictly to contract requirements. Revenue is tracked and reported in detail, including gross sales, and net proceeds to the County and Council on Aging. Payments are remitted monthly. Hybrid Design complies with all applicable local, state, and federal regulations and maintains accurate financial records, which are available for audit upon request.



ST. JOHNS COUNTY RFP NO. 2553 -- ADVERTISING STANDARDS

Innovation & Methodology

Hybrid Design takes a proactive and strategic approach to program growth and innovation. We continuously evaluate pricing models, inventory mix, and sales strategies to maximize revenue and occupancy rates. We also explore opportunities to integrate transit advertising with broader marketing campaigns, increasing value for advertisers and competitiveness for the program. Ongoing analysis and adaptation ensure that the program remains dynamic, relevant, and financially successful.

REVENUE PROPOSAL FORM

RFP No. 2553

Public Transportation Bus Advertising Services

Proposer shall complete all sections below. Failure to provide the required information may result in the Proposal being deemed non-responsive.

A. Revenue Share to County

Description	Proposed Percentage
Percentage of Gross Advertising Revenue	<u>70</u> %
Paid to County	

B. Minimum Annual Guaranteed Revenue (If Applicable)

Contract Year	Minimum Annual Guaranteed Revenue
Year 1	<u>\$ NA</u>
Year 2	<u>\$ NA</u>
Year 3	<u>\$ NA</u>
Renewal Year 1	<u>\$ NA</u>
Renewal Year 2	<u>\$ NA</u>

C. Rate Card

Advertising Type	Proposed Rate
Exterior Bus Advertising	<u>\$ \$12,000/year per bus</u>
Interior Bus Advertising	<u>\$ NA</u>
Digital Advertising	<u>\$ NA</u>
Transit Facility Advertising	<u>\$ NA</u>
Other	<u>\$ NA</u>

D. Additional Revenue Opportunities

NA

RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

ATTACHMENT "A"
ST. JOHNS COUNTY AFFIDAVIT

Proposer hereby issues the sworn statement below, which must be incorporated into the submitted Proposal. This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the Bid, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida

COUNTY OF St. Johns County

The Undersigned authority, Kerry Pulzone ("Affiant"), who being duly sworn, deposes and states that he/she is the President (Title) of the firm of Hybrid Design, Inc. (Full Legal Name of Bidder) submitting the attached Bid for the completion of work specified in the Bid Documents for RFP No: 2553 Public Transportation Bus Advertising Services, in St. Johns County, Florida.

The Affiant further states that no more than one Proposal will be submitted in response to the above RFP from the Affiant, the Proposing firm, or corporation under the same or different name, and that such Proposer has no financial interest in any other Proposing firm submitting a Proposal in response to the above RFP. That neither the Affiant, his/her firm, association, nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this Proposal. Furthermore, neither the Proposer nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this 11 day of May, 2026

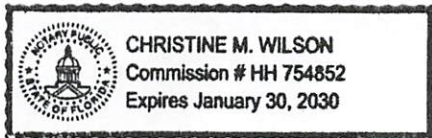
Kerry Pulzone
Signature of Affiant

Kerry Pulzone, President
Printed Name & Title of Affiant

Hybrid Design, Inc.
Full Legal Name of Bidder

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 11th day of May, 2026 by Affiant who is personally known to me or has produced FL DL as identification. Type and number of I.D. produced: P425-501-72-677-0.

Christine M. Wilson
Notary Public
My Commission Expires: 1/30/30



RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

**ATTACHMENT B
CLAIMS, LIENS, LITIGATION HISTORY**

Proposer must complete all questions below and provide information requested as applicable. Failure to appropriately complete the questions below or provide requested information may be grounds for disqualification. Any material misrepresentation of information may also be grounds for disqualification.

1. Within the past 7 years, has your organization filed a suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a contract dispute? Yes ___ No X If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.

NA

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

NA

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

NA

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No X If yes, please explain in detail:

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes ___ No ___
If no, please explain why? NA

7. List the status of all pending claims currently filed against your company:

NA

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail:

NA

(Use additional or supplemental pages as needed)

RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

ATTACHMENT C
AFFIDAVIT OF SOLVENCY

STATE OF Florida
COUNTY OF St. Johns County

PERTAINING TO THE SOLVENCY OF Hybrid Design, Inc., being of lawful age and being duly sworn I, Kerry Pulzone, as President (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above-stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually,

DATED this 11 day of May, 2026.

[Signature]
Signature of Affiant

Kerry Pulzone
Printed Name of Affiant

President
Printed Title of Affiant

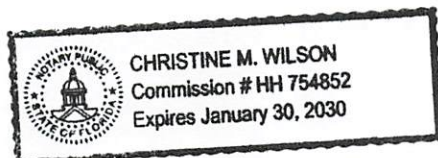
Hybrid Design, Inc
Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 11th day of May, 2026, by Affiant, who is personally known to me or has produced FL DL as identification.

[Signature]

Notary Public

My Commission Expires: 1/30/30



ATTACHMENT D
CONFLICT OF INTEREST DISCLOSURE FORM

Print Name/Title

RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

**ATTACHMENT E
DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Hybrid Design, Inc does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for Qualification to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than three (3) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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



Signature

05/11/2026

Date

RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

ATTACHMENT F
E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF St. Johns County

I, Kerry Pulzone (hereinafter "Affiant"), being duly authorized by and on behalf of Hybrid Design, Inc. (hereinafter "Proposer") hereby swears or affirms as follows:

1. Proposer understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of RFP No. 1581 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Proposer and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. The proposer shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Proposer understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Proposer further understands and agrees that in the event of such termination, Proposer shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Proposer's breach.

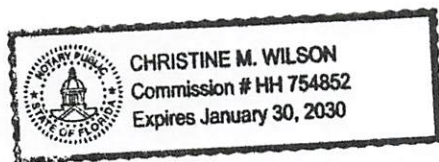
DATED this 11 day of May, 2026

Kerry Pulzone
Signature of Affiant

Kerry Pulzone, President
Printed Name & Title of Affiant

Hybrid Design, Inc
Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 11th day of May, 2026, by Affiant, who is personally known to me or has produced FL DL as identification.



Christine M. Wilson
Notary Public
My Commission Expires: 1/30/30

RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

ATTACHMENT "G"
LIST OF PROPOSED SUB-CONTRACTORS

The proposer shall submit any and all subcontractors proposed to perform any portion of the Services for review/approval by the County. The proposer shall attach any and all applicable licenses or certifications held by the proposed subcontractor related to the portion of the Services for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

[illegible]

RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

ATTACHMENT H
SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

I, Kerry Pulzone ("Affiant"), being duly authorized by and on behalf of Hybrid Design, Inc ("Proposer") hereby swears or affirms as follows:

1. The principal business address of Proposer is: 1301 Plantation Island Drive South, Suite 205B, St. Augustine, FL 32080
2. I am duly authorized as President (Title) of Proposer.
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined in Section 287.133 of the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined in Section 287.133 of the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Proposer, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Proposer, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer who is active in the management of the Proposer or an affiliate of the Proposer. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is . A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

Kerry Pulzone
Signature of Affiant

Kerry Pulzone, President
Printed Name & Title of Affiant

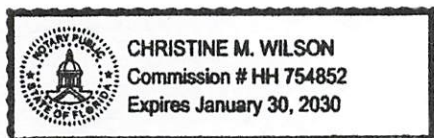
Hybrid Design, Inc.
Full Legal Name of Proposer

05/11/2026
Date of Signature

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 11th day of May, 2026, by Affiant, who is ☐ personally known to me or ☒ has produced FL DL as identification.

Christine M. Wilson
Notary Public

1/30/30
My Commission Expires



RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

**ATTACHMENT I
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-PRIMARY COVERED TRANSACTIONS**

The Proposer certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. Proposer must have no Exclusions listed in www.SAM.gov.
2. Must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency.
3. Must have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
4. Must not be presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
5. Must have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Proposer certifies that it shall perform a debarment verification on any subcontractor, sub-contractor, material supplier or vendor, that it proposes to contract with to perform any work under this RFP, and shall not enter into any transaction with any sub-contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Signature of Authorized Principal(s):

NAME (print): Kerry Pulzone

SIGNATURE: 

TITLE: President

FULL LEGAL NAME OF PROPOSER: Hybrid Design, Inc

DATE: 05/11/2026

RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

**ATTACHMENT J
BYRD ANTI-LOBBYING COMPLIANCE AND CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

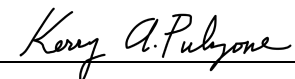
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 Contractor, Hybrid Design, Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Authorized Principal(s):

NAME (print): Kerry Pulzone

SIGNATURE: 

TITLE: President

FULL LEGAL NAME OF PROPOSER: Hybrid Design, Inc

DATE: 05/11/2026

RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

ATTACHMENT K
NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Proposer receiving a contract or award resulting from this Request for Qualification issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposal submitted in response to this Request for Qualification or in return for execution of a contract for performance or provision of services for which Qualification are herein sought.

DATED this 11 day of May, 2026.

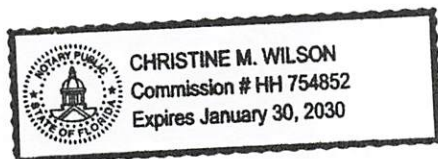
Kerry Pulzone
Signature of Affiant

Kerry Pulzone, President
Printed Name & Title of Affiant

Hybrid Design, Inc

Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 11th day of May, 2026 by Affiant, who is ☐ personally known to me or ☒ has produced FLDL as identification.



Christine M. Wilson
Notary Public

My Commission Expires: 1/30/30

RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

**ATTACHMENT L
EQUAL OPPORTUNITY REPORT STATEMENT**

The Proposer shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest ("Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to

any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

DATED this 11 day of May, 2026.

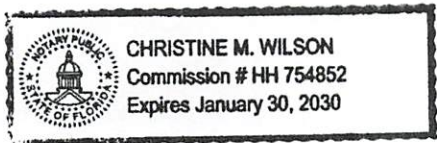
Kerry Pulzone
Signature of Affiant

Kerry Pulzone, President
Printed Name & Title of Affiant

Hybrid Design, Inc.
Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 11th day of May, 2026 by Affiant, who is ☐ personally known to me or ☒ has produced FL DL as identification.

Christine M. Wilson
Notary Public
My Commission Expires: 1/30/30



RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

ATTACHMENT M

Affidavit Regarding the Use of Coercion for Labor and Services

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As an officer or authorized representative of Proposer, I certify that the company identified below does not, for labor or services:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare and affirm that I have read the foregoing document and that the facts stated in it are true and correct.

DATED this 11 day of May, 2026.

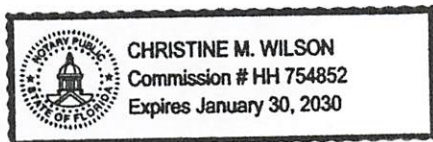
Kerry Pulzone
Signature of Affiant

Kerry Pulzone
Printed Name of Affiant

President
Printed Title of Affiant

Hybrid Design, Inc.
Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 11th day of May, 2026, by Affiant, who is personally known to me or has produced FL DL as identification.



Christine Wilson
Notary Public
My Commission Expires: 1/30/30

ATTACHMENT N
ACKNOWLEDGEMENT OF ADDENDA

[illegible]



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
HYBRID DESIGN, INC.

Filing Information

Document Number	P02000119064
FEI/EIN Number	82-0572925
Date Filed	11/04/2002
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/09/2011

Principal Address

1301 PLANTATION ISLAND DRIVE SOUTH
SUITE 205B
ST. AUGUSTINE, FL 32080

Changed: 08/27/2021

Mailing Address

P.O. BOX 840317
ST. AUGUSTINE, FL 32080

Changed: 06/28/2018

Registered Agent Name & Address

PULZONE, KERRY A
1301 Plantation Island Drive South
Suite 205B
ST. AUGUSTINE, FL 32080

Name Changed: 01/11/2024

Address Changed: 02/01/2022

Officer/Director Detail

Name & Address

Title PSD

PULZONE, KERRY A
PO Box 840317
ST. AUGUSTINE, FL 32080

Annual Reports

Report Year	Filed Date
2024	01/11/2024
2025	01/20/2025
2026	01/13/2026

Document Images

01/13/2026 -- ANNUAL REPORT	View image in PDF format
01/20/2025 -- ANNUAL REPORT	View image in PDF format
01/11/2024 -- ANNUAL REPORT	View image in PDF format
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01/16/2013 -- ANNUAL REPORT	View image in PDF format
04/10/2012 -- ANNUAL REPORT	View image in PDF format
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04/05/2004 -- ANNUAL REPORT	View image in PDF format
02/03/2003 -- ANNUAL REPORT	View image in PDF format
11/04/2002 -- Domestic Profit	View image in PDF format

This Receipt is issued pursuant to
County ordinance 87-36

**2025/2026 ST. JOHNS COUNTY
LOCAL BUSINESS TAX RECEIPT**

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Account 1026015
EXPIRES September 30, 2026

Business Type Graphic Design
Location 1301 Plantation Island Drive South #
205B
St Augustine FL 32080

Business Name Hybrid Design Inc

Owner Name Kerry Pulzone

Mailing Address PO Box 840317
St. Augustine FL 32080



**New Business
Transfer**

Tax	22.00
Penalty	0.00
Cost	0.00
Total	22.00

**JENNIFER RAVAN
ST. JOHNS COUNTY TAX COLLECTOR**

This receipt does not constitute a franchise, an agreement, permission or authority to perform the services or operate the business described herein when a franchise, an agreement, or other county commission, state or federal permission or authority is required by county, state or federal law.

This form becomes a receipt only when validated below

Paid by receipt(s) 2024-944095 on 07/15/25 for \$22.00

CITY OF ST. AUGUSTINE

50 BRIDGE ST
ST. AUGUSTINE, FLORIDA 32084-4334

BUSINESS TAX RECEIPT 2025-2026

HYBRID DESIGN, INC.
PO BOX 840317
ST AUGUSTINE, FL 32080

BUSINESS NAME:
HYBRID DESIGN, INC.

BUSINESS LOCATION:
1301 PLANTATION ISLAND DR S
ST AUGUSTINE, FL 32080

BUSINESS TYPE:
PROFESSION

BUSINESS TAX TYPE:
BUSINESS OFFICE

AMOUNT PAID:
\$50.00

THIS BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT ALL
TIMES.

THIS BUSINESS TAX RECEIPT IS FURNISHED IN PURSUANCE OF CITY ORDINANCE
CODES. THIS BUSINESS IS HEREBY APPROVED TO ENGAGE IN THE BUSINESS,
PROFESSION OR OCCUPATION AS STATED ABOVE FOR THE PERIOD BEGINNING
ON OCTOBER 1, THRU SEPTEMBER 30.



MELISSA BURNS, CGFO

Finance Director

TAX #: 4816
ISSUE DATE:

Entity Workspace Results 1 Total Results

HYBRID DESIGN, INC.		
Unique Entity ID: DRYEQKWCEU15	Doing Business As:	Expiration Date:
Entity Status: ID Assigned	Physical Address:	NA
	1301 PLANTATION ISLAND DR S STE 205B	
	SAINT AUGUSTINE , FL	
	32080-3112 USA	

SJC Council on Aging

Bus Advertising

December 2025

Monthly Report



SJC Council on Aging

Bus Advertising

2025 Payment Summary

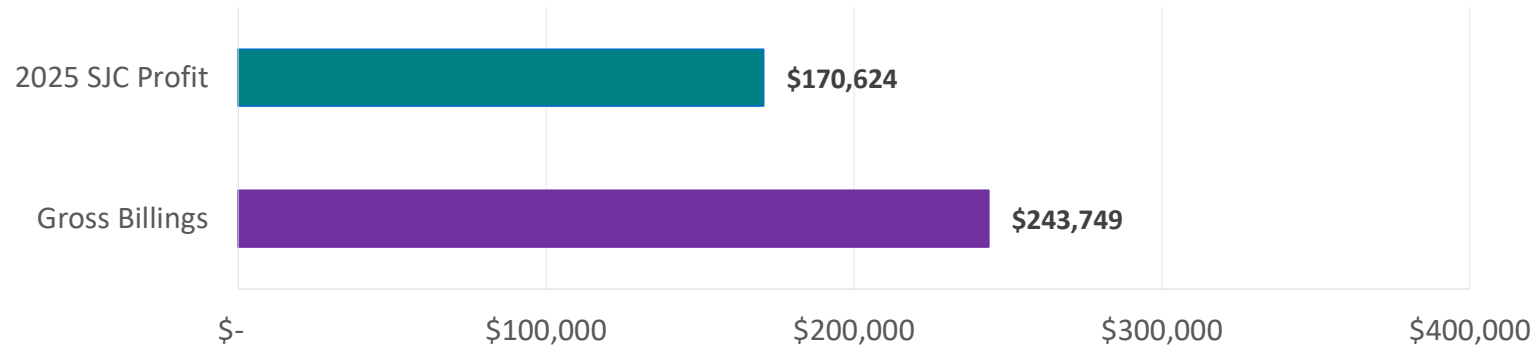
Month/Year	SJC Profit	Vinyl Replacement Costs	Payment Amount	Notes
Jan-25	\$ 14,583.28		\$ 14,583.28	
Feb-25	\$ 16,333.27		\$ 16,333.27	
Mar-25	\$ 15,749.94	\$ (5,600.00)	\$ 10,149.94	Bus 184 and Bus 183
Apr-25	\$ 15,749.94		\$ 15,749.94	
May-25	\$ 15,749.94		\$ 15,749.94	
Jun-25	\$ 16,333.27		\$ 16,333.27	
Jul-25	\$ 15,166.61		\$ 15,166.61	
Aug-25	\$ 14,874.94	\$ (2,800.00)	\$ 12,074.94	Bus 150 (Replaced 168)
Sep-25	\$ 15,166.61	\$ (2,800.00)	\$ 12,366.61	Bus 186 (Replaced 172)
Oct-25	\$ 14,583.28		\$ 14,583.28	
Nov-25	\$ 8,166.63		\$ 8,166.63	McLeod Law Firm stopped payments as of 10/1/2025
Dec-25	\$ 8,166.63		\$ 8,166.63	
TOTAL	\$ 170,624.31		\$ 159,424.31	

Per Rachel, replacement vinyl costs are automatically deducted from the monthly SJC profit.

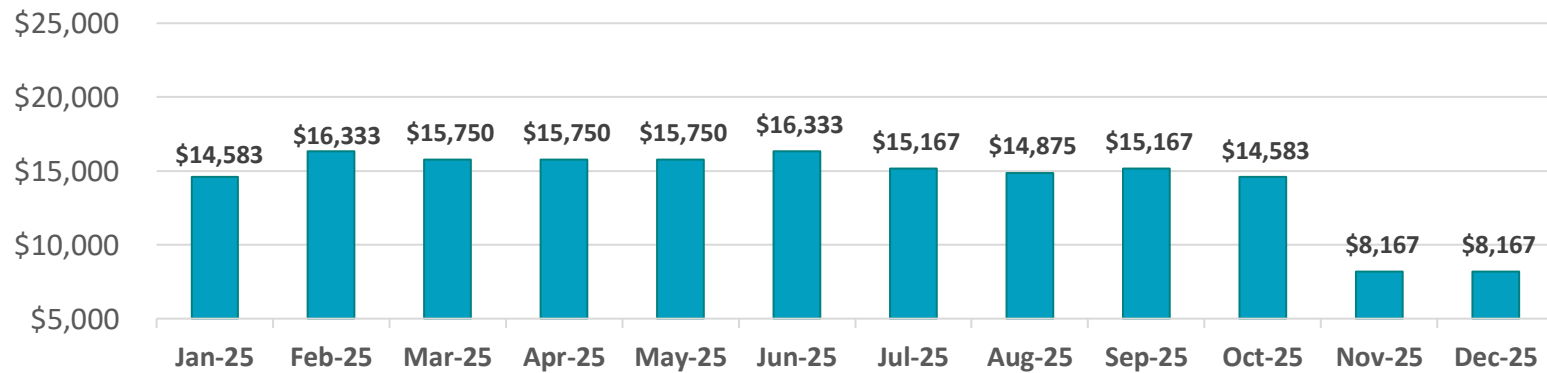


St. Johns County COA Bus Advertising - December 2025 Reporting

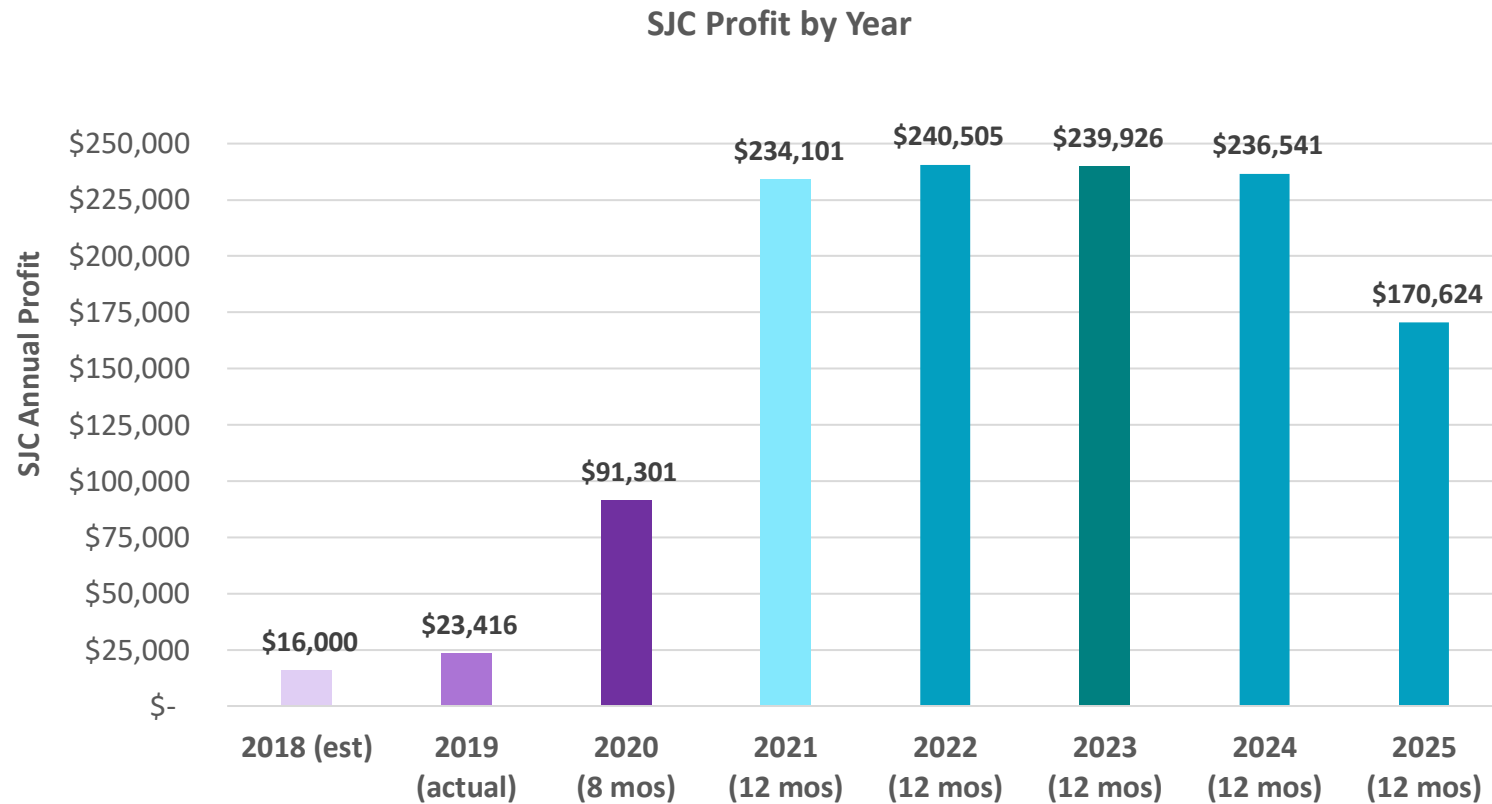
YTD Gross Billings and SJC Profit



SJC Profit by Month

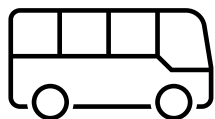


St. Johns County COA Bus Advertising - December 2025 Reporting



\$ 1,212,998

**Total SJC Profit since Hybrid Design partnership began
(May 2020)**



14

Advertising buses currently in circulation



St. Johns County COA Bus Advertising - December 2025 Reporting

Detail by Customer/Bus

Customer/Bus #	Gross Billings	SJC Profit	Comments
Alligator Farm	\$ 3,333.32	\$ 2,333.32	
147	\$ 833.33	\$ 583.33	
148	\$ 833.33	\$ 583.33	
150	\$ 833.33	\$ 583.33	
184	\$ 833.33	\$ 583.33	
McLeod Firm	\$ -	\$ -	
131	\$ -	\$ -	Client Stopped Payments as of 10/1/25
133	\$ -	\$ -	Client Stopped Payments as of 10/1/25
134	\$ -	\$ -	Client Stopped Payments as of 10/1/25
145	\$ -	\$ -	Removed from service
146	\$ -	\$ -	Removed from service
149	\$ -	\$ -	Removed from service
150	\$ -	\$ -	Transferred to new advertiser
159	\$ -	\$ -	Removed from service
160	\$ -	\$ -	Client Stopped Payments as of 10/1/25
161	\$ -	\$ -	Client Stopped Payments as of 10/1/25
162	\$ -	\$ -	Client Stopped Payments as of 10/1/25
163	\$ -	\$ -	Client Stopped Payments as of 10/1/25
164	\$ -	\$ -	Client Stopped Payments as of 10/1/25
165	\$ -	\$ -	Transferred to new advertiser
166	\$ -	\$ -	Client Stopped Payments as of 10/1/25
167	\$ -	\$ -	Client Stopped Payments as of 10/1/25
169	\$ -	\$ -	Removed from service
177	\$ -	\$ -	Transferred to new advertiser
180	\$ -	\$ -	Transferred to new advertiser
181	\$ -	\$ -	Client Stopped Payments as of 10/1/25
182	\$ -	\$ -	Transferred to new advertiser
183	\$ -	\$ -	Transferred to new advertiser
184	\$ -	\$ -	Transferred to new advertiser
Monahan Chiropractic Medical Clinics	\$ 1,666.66	\$ 1,166.66	
156	\$ 833.33	\$ 583.33	
179	\$ 833.33	\$ 583.33	
Mowrey Law	\$ 2,499.99	\$ 1,749.99	
172	\$ 833.33	\$ 583.33	
175	\$ 833.33	\$ 583.33	
183	\$ 833.33	\$ 583.33	
Coastal Foot & Ankle Wellness Center, LLC	\$ 1,666.66	\$ 1,166.66	
176	\$ 833.33	\$ 583.33	
182	\$ 833.33	\$ 583.33	
3 Natives - St. Augustine	\$ 833.33	\$ 583.33	
165	\$ 833.33	\$ 583.33	
Waypoint Residential Services, LLC	\$ 833.33	\$ 583.33	
178	\$ 833.33	\$ 583.33	
Crescent Beach Care	\$ 833.33	\$ 583.33	
188	\$ 833.33	\$ 583.33	
Total	\$ 11,666.62	\$ 8,166.63	

Get on the **BUS!**

AD SPACE AVAILABLE!

They Go EVERYWHERE!
Daily Routes All Over St. Johns County.



ADVERTISING SPACE IS FOR THE WHOLE BUS!

Annual Cost - \$10,000/year (billed \$833.33/month)

Includes advertising space on both side panels, front panel, & back panel. Design included.

One-Time Cost for Vinyl Printing & Installation - \$2,800

For more information, please call 904.461.9647 or
email Kerry Pulzone at KERRY@HYBRIDSTUDIOS.NET



2026 St. Johns County TRANSIT ADVERTISING

ADVERTISING SPACE IS FOR THE WHOLE BUS!

Annual Cost\$10,000/year (billed \$833.33/month)

- Includes advertising space on both side panels, front panel, & back panel.
- Design included.

One-Time Cost for Vinyl Production & Install\$2,800

THEY GO EVERYWHERE!

The Sunshine buses run from 5:30 am - 8:05 pm, Monday through Saturday and serves the cities of St. Augustine, St. Augustine Beach, Hastings, Flagler Estates, the I-95 outlet mall area, and the US 1 corridor to the Avenues Mall in Jacksonville.

WHY USE TRANSIT ADVERTISING?

- Cheaper Than Traditional Billboards
- High Exposure & Engagement Rates



For more information, please call 904.461.9647
or email Kerry Pulzone at KERRY@HYBRIDSTUDIOS.NET

2026 St. Johns County TRANSIT ADVERTISING

ADVERTISING SPACE IS FOR THE WHOLE BUS!

Annual Cost\$10,000/year (billed \$833.33/month)

- Includes advertising space on both side panels, front panel, & back panel.
- Design included.

One-Time Cost for Vinyl Production & Install\$2,800

THEY GO EVERYWHERE!

The Paratransit buses operate within the entire St. Johns County area from 4:30 am - 6:30 pm, Monday through Saturday.

WHY USE TRANSIT ADVERTISING?

- Cheaper Than Traditional Billboards
- High Exposure & Engagement Rates



For more information, please call 904.461.9647
or email Kerry Pulzone at KERRY@HYBRIDSTUDIOS.NET

CLIENT: THE ST. AUGUSTINE ALLIGATOR FARM
CREATIVE: CCX/SLOTH/GENERAL

COA GROUP 4
BUS #150



CLIENT: FOUNTAIN OF YOUTH
CREATIVE: GENERAL BRANDING
LEASETERM: 1 YEAR

SUN GROUP 5
BUS #190



CLIENT: FOUNTAIN OF YOUTH
CREATIVE: GENERAL BRANDING
LEASETERM: 1 YEAR

**SUN GROUP 5
BUS #191**



CLIENT: COASTAL FOOT & ANKLE WELLNESS CENTER

CREATIVE: QUALITY FOOT CARE

LEASE TERM: 1 YEAR (STARTS 1/1/24)

SUNSHINE GROUP 3

BUS #155



CLIENT: 3NATIVES

CREATIVE: EASY. HEALTHY. FAST. / GENERAL BRANDING

LEASE TERM: 1 YEAR

COA GROUP 5

BUS #165





**ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS**

**RFP NO. 2553
REQUEST FOR PROPOSALS**

PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150
www.sjcfl.us/Purchasing/Index.aspx**

Final: 4/21/26

RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

TABLE OF CONTENTS

PART I: GENERAL SOLICITATION REQUIREMENTS

PART II: SCOPE OF SERVICES

PART III: PROPOSAL SUBMITTAL REQUIREMENTS & EVALUATION

PART IV: CONTRACT REQUIREMENTS

PART V: ATTACHMENTS/FORMS

EXHIBITS:	Exhibit "A"	FTA Contract Provisions
	Exhibit "B"	Sample Bus Diagrams
	Exhibit "C"	Bus Inventory
	Exhibit "D"	Current Route map
	Exhibit "E"	Appendix II to Part 200, Title 2

A. DEFINITIONS

B. PURPOSE & INTENT

C. SUBMITTAL DEADLINE & LOCATION

D. DESIGNATED POINT OF CONTACT

E. LOBBYING PROHIBITION

F. DEADLINE OF QUESTIONS/INQUIRIES

3

determined by The County to be in the best interest of the County to do so. The County reserves the right to extend the Submittal Deadline for Proposals in order to clarify or answer questions as necessary to serve the best interest of the County. The County reserves the right to extend the Proposal Submittal Deadline in order to clarify or answer questions as necessary to serve the best interest of the County.

G. TENTATIVE SCHEDULE OF EVENTS

The County proposes the tentative schedule of events below. The dates provided may change at the discretion of the County. If any modifications impact the schedule of this RFP, through and until the Submittal Deadline for Proposal, the County will issue an Addendum.

Broadcast of RFP	April 17, 2026
Question Submittal Deadline	April 30, 2026
Issuance of Final Addendum	May 7, 2026
Proposal Submittal Deadline	May 21, 2026
Evaluation Meeting (Tentative)	June 4, 2026
Shortlist Interview/ Presentations (if applicable)	June 18, 2026
Negotiations	July 2026
Award Recommendation to SJC BOCC	August 2026

H. ADDENDA

Any change, clarification, revision, deletion, additional documents or information provided by the County after broadcast of this RFP will be provided via Addendum and posted to Demandstar (www.demandstar.com) with the RFP Documents. Proposers may access Demandstar and download issued Addenda for inclusion in their submitted Proposal. Proposers may also request issued Addenda from the Designated Point of Contact, in writing. It is the responsibility of the Proposer to acquire any Addenda issued by the County. The County is not responsible for a Proposer's failure to obtain any issued Addenda. Any clarifications, answers, or information provided in any manner other than a formally issued Addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date shall be for material, necessary clarifications to this RFP.

Proposer is solely responsible for incorporating any and all changes, clarifications, revisions, deletions, additional documents and information provided by Addendum into their submitted Qualifications. Failure by the Proposer to appropriately consider and incorporate any Addenda into their submitted Qualifications may cause the submitted Qualifications to be considered non-responsive and removed from further consideration. It shall be the sole discretion of the Purchasing Director, or designee, to determine whether or not an Addendum is material to the submitted Qualifications, resulting in disqualification and removal from consideration for award.

Each Proposer must acknowledge all issued Addenda by completing and submitting **Attachment "N"**, as provided herein, in the submitted Qualifications.

I. SOLICITATION POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by County Staff, in order to best serve the interests of the County.

J. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY

All applicable terms and conditions of the St. Johns County Purchasing Policy ("Policy"), and associated procedures are incorporated into this RFP Document by reference and are fully binding. Proposers are required to submit their responses to this RFP, and to conduct their activities during this process in accordance with the Policy and associated procedures.

This solicitation, the subsequent evaluation, negotiations, and contract award shall be in accordance with the Policy

and associated procedures. The County reserves the right to disqualify, remove from consideration, or suspend/debar as appropriate, any Proposer or Supplier that does not comply with the applicable requirements set forth in the Policy and associated procedures.

K. PAYEE MANAGEMENT

The County has implemented a registration process for awarded Suppliers, which includes Contractors and Contractors even if the Supplier, Contractor, or Contractor is currently or has previously done business with the County. This process is through Payment Works, a third-party payee management system. Upon award, Supplier will receive an invitation to register from the County Purchasing Department, via email, which will originate from the Payment Works system. If a Supplier has already registered within Payment Works, the registration does not have to be done again. However, in order to link the Supplier's current account with the County in Payment Works, the Supplier must provide the email to the person that is used on the Supplier's current account in Payment Works. The Supplier is responsible for completing the registration process for acceptance by the County, in order to receive any payments. The County cannot edit, input and/or bypass any portion of the registration for the Supplier. If there are any questions about this process, Suppliers can reach out to Joanie Chiarelli at jchiarelli@sjcfl.us.

L. SUB-CONTRACTORS

If a Contractor elects to sub-contract with any Contractors, Consultants, or Suppliers, for any portion(s) of the required Services, Contractor must identify all such Sub-Contractor(s) in the submitted Proposal, along with the portion(s) of the Services, they are proposed to perform. The County may, at its discretion, require Contractor to submit any and all relevant data necessary to establish to the satisfaction of the County, the Proposal, reliability and responsibility of the Sub-Contractor(s) proposed, to ensure, they are appropriately qualified and capable to perform the specified Services.

Prior to award of a contract, the County will notify the Contractor, in writing, if the County, after due investigation, has reasonable and substantial objection to any proposed Sub-Contractor. The Contractor may then submit an alternate Sub-Contractor for consideration of the County, at no additional cost to the County, or may request to withdraw from consideration of award. If the Contractor fails to propose an alternate Sub-Contractor within seven (7) calendar days of the original notification, the County may disqualify the Contractor, at no cost to the County.

The County reserves the right to disqualify any Proposer, Contractor, Consultant, Supplier or Individual from consideration to perform Services, at either a prime or sub level, due to previously documented issues with performance, quality or compliance with the County or any other agency.

The awarded Contractor is responsible for ensuring that proposed Sub-Contractors only perform the Services for which they were proposed and accepted by the County, and Contractor must not change the Sub-Contractor(s) without prior written approval by the County.

The awarded Contractor shall be responsible for any and all Services performed by any Sub-Contractor(s) and such sub-contracts shall not relieve the awarded Contractor of any obligations or responsibilities stated in the awarded Contract.

M. SOCIOECONOMIC BUSINESS ENTERPRISE

It is the intent of the County to ensure that Disadvantaged Business or Small Business Enterprise (DBE/SBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) have equal opportunity to receive and participate in federally assisted contracts and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federally assisted contracts.
- To create a level playing field on which DBEs can compete fairly for Federally assisted contracts.
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law.
- To help remove barriers to the participation of DBEs in Federally assisted contract; and
- To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

If the firm is not a DBE/MBE/WBE firm the firm entering into an agreement for this project must meet the following criteria:

1. Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE sub-consultants and/or sub-contractors OR
2. If unable to utilize DBE/MBE/WBE certified sub-consultants and/or sub-contractors, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE sub-consultants or sub-contractors.

State of Florida resources:

Career Source - <http://www.careersourcenortheastflorida.com/>

DEO Disaster Recovery - <https://disasterrecovery.employflorida.com/vosnet/Default.aspx>

N. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Proposers are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Proposers social, political, or ideological interests when determining if the Proposers is a responsible Proposer. Proposers are further notified that the County's governing body shall not give preference to a Proposer based on the Proposers' social, political, or ideological interests.

O. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with federal, state and local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The awarded Proposer shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) throughout the duration of the awarded Contract.

P. CONVICTED AND DISCRIMINATORY VENDOR LISTS, AND SCRUTINIZED COMPANIES

Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

Q. COMPLIANCE WITH FLORIDA STATUTE 287.138

Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Contractor access to personal identifiable information if: 1) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute: (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate the awarded Agreement with liability to ensure the County's continued compliance with the statute.

Pursuant to 287.138 F.S., effective January 1, 2024, if Contractor may access, receive, transmit, or maintain personal identifiable information under the awarded Agreement, Contractor must submit a Foreign Entity Affidavit to the

County. Additionally, effective July 1, 2025, Contractor shall submit a Foreign Entity Affidavit to the County prior to any renewals of the awarded Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of the awarded Agreement by the County

R. EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

As a condition precedent to entering into the awarded Agreement, and in accordance with section 448.095, Florida Statutes, the awarded Proposer and any Sub-Contractor(s) shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023.

1. The Awarded Contractor shall require each of its Sub-Contractors to provide the Proposer with an affidavit stating that the Sub-Contractor does not employ, contract with, or subcontract with an unauthorized alien. The Proposer shall maintain a copy of such affidavit for the duration of the awarded Agreement.
2. The County, awarded Contractor, or any Sub-Contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
3. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Proposer otherwise complied, shall promptly notify the Proposer and the Proposer shall immediately terminate the contract with the Sub-Contractor.
4. The Proposer acknowledges that, in the event that the County terminates the awarded Contract for the breach of these provisions regarding employment eligibility, then the Proposer may not be awarded a public contract for at least one (1) year after such termination. The Proposer further acknowledges that the Proposer is liable for any additional costs incurred by the County as a result of the County's termination of the awarded Agreement for breach of these provisions regarding employment eligibility.

PART II: SCOPE OF SERVICES

This solicitation involves providing advertising services for the public transportation system. Although this is not a contract to procure services using Federal Transit Administration (FTA) funds, the County, as an FTA recipient, is required to follow FTA regulations regarding all procurement and contracting. Consequently, certain federal requirements, such as Equal Employment Opportunity (EEO) and Americans with Disabilities Act (ADA) provisions will apply to the contract for this project. The FTA requirements are contained in Exhibit "A" provided herein.

Council on Aging (COA): Transit System Operator

St. Johns County owns the public transportation fleet and facilities; however, through a separate service agreement, the St. Johns County Council on Aging, Inc. ("COA") is the contracted agency responsible for daily operation of the County's public transit services. COA manages the Sunshine Bus fixed-route system and the Paratransit service, including routing, scheduling, personnel, and fleet maintenance. Under this RFP, all advertising installation, removal, coordination, and access to buses and transit property must be coordinated with COA, as the transit system operator under County contract.

A. TRANSIT ADVERTISING SERVICES

The scope of services is a general guide and is not intended to be a comprehensive list of all work, tasks, or materials necessary to provide the required goods and services. The program will be limited to on-vehicle advertising, including exterior and interior space, and may include graphic formats such as wraps.

The awarded Contractor shall provide, install, maintain, and replace, at its own cost, all advertising displays, wraps, and associated hardware (frames, racks, moldings, card springs, etc.) as approved. The Contractor shall furnish all necessary sales, installation, and maintenance personnel, and an account representative authorized to act hereunder on behalf of the Contractor. The responsibilities of the Contractor shall include:

- (a) Solicit and procure advertisers for available advertising space on the COA transit fleet.
- (b) Conduct aggressive and continuous sales of advertising display space on buses.

- (c) Produce all sales materials (rate cards, brochures, sales pieces, etc.), as applicable.
- (d) Geographic advertising sales shall not be permitted. The fleet is assigned based on a variety of operational considerations, and assigning vehicles to keep certain signs in certain parts of the service area shall not be permitted.
- (e) Billing and collection of payments for sold advertising space.
- (f) Preparation and submittal of related financial and operating reports, as required herein.
- (g) Placement and maintenance of advertising materials, including preparing advertising materials for installation, scheduling of work, and removing expired or damaged materials, to be performed at the Contractor's sole expense.
- (h) Perform installations and removals in a timely manner due to the limited number of spare vehicles and the critical nature of maintaining routes on schedule.

All advertising materials, advertisements, and the manner of their presentation shall be subject to prior approval by the County Administrator or designee. The Contractor shall not place advertising which is libelous, slanderous, obscene, salacious, false, violent, unlawful, or otherwise inappropriate as determined by the County. Advertisements or manner of presentation which negatively impact the transit system are not permitted. Advertising for tobacco, electronic vaporizers, alcoholic beverages of any type, adult entertainment or establishments, firearms, political messages, or any other inappropriate advertising, is prohibited as determined by the County. All permissible exterior formats are shown in Exhibit "B" Vehicle (Bus) List and Exhibit "C" Sample Bus Diagrams.

The Contractor is required to develop, implement, and enforce written advertising standards ("Advertising Standards"), which must be approved by the County and shall be incorporated into the awarded Contract. The Advertising Standards shall be submitted with the Proposal and, once approved, shall become a part of this Contract. The Contractor shall not modify or amend its Advertising Standards without first obtaining the prior written consent of the County. Any change may require an amendment to the Contract prior to implementation.

At their sole discretion, the County Administrator and the COA Executive Director, or their designee(s), may disapprove at any time any advertisement found to be in violation of the Advertising Standards or this Contract. As soon as practicable, but in no instance more than five (5) days after receipt of notification from the County, the Contractor, at its sole cost and expense, shall remove from County property any item deemed by the County to be in violation. Any items previously approved may subsequently be considered objectionable and deemed by the County to be in violation of the Advertising Standards or this Contract, and upon notice from the County, the Contractor shall remove such items as provided above.

If the disapproved material is not removed within the timeframe provided above, the County may remove the violating material, either by staff or by third-party, and the Contractor shall be solely responsible for all costs and expenses incurred to have said material removed. The County shall not be liable for any damages in connection therewith. Refusal by the Contractor to remove said material shall be considered a default of the awarded Contract.

If, after prior County approval, the ad content is subsequently deemed to be unacceptable, the Contractor may recoup its actual and reasonable costs for production and installation of the disapproved material only when the Contractor removes the disapproved material within the required timeframe. Subject to the provisions of this Contract, the Contractor shall have the right to deduct such costs from its monthly payment to the County.

If the Contractor fails to timely remove the disapproved material and the County removes it, the Contractor shall be solely responsible for all County removal costs, and no deduction or cost recovery of any kind shall be permitted. Any amounts owed to the County for removal shall take precedence over any cost recovery by the Contractor.

All dated messages or messages featuring a special event shall be removed within seven (7) days of the date shown on the advertisement or date of the event.

The Contractor shall at all times comply with any policy, program, rule, ordinance, or resolution adopted or enacted by the County, and as may be amended from time to time, relating to the COA's policy on advertising/speech on the bus fleet. In the event that the County or the COA shall determine that no Public Service Announcements may be made and/or that only commercial speech shall be permitted, the Contractor shall adhere to and enforce the County's

and/or the COA's policy and shall take all steps necessary to remove any non-conforming advertisements, statements, exhibits, etc.

The Contractor shall not solicit or engage in any form of advertising on bus stop signs, bus shelters, benches, trash receptacles, or any other fixed bus stop amenities.

The Contractor shall remain appropriately licensed throughout the course of the Service and maintain at least the minimum thresholds of education and professional experience required to perform the services required under this Agreement. If the Contractor employs the services of a subcontractor, the Contractor shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the County, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the County or Contractor for failure to obtain required licenses, permits, inspections, or other fees or inspections will be borne by the Contractor.

The gross advertising revenues ("Gross Advertising Revenues") shall be the gross revenues derived by the Contractor. The gross revenues shall be calculated on the basis of total amounts contracted for by the advertisers for the display of advertising materials, whether paid directly to the Contractor, to a subsidiary or affiliate of the Contractor, or to a third party. Agency fees or any other fees, whether actually paid by the Contractor or whether deducted from the amount of revenue received by the Contractor, shall not be deducted from Gross Advertising Revenues. The gross revenues shall include any amount, the equivalent of which the Contractor, a subsidiary or affiliate of the Contractor, or a third party may have received from the advertiser in the form of materials, services, or other benefits, tangible or intangible. All agreements made by the Contractor in connection with the display of advertising material on or in said buses shall provide that the U.S. Department of Transportation, the Comptroller General, or the County shall have access to the books of account and records of all parties to such agreements for the purpose of ascertaining the correctness of Gross Advertising Revenues.

The Contractor agrees to include in all its contracts for the display of advertising material a standard provision requiring that, should the Contractor be held in default under this agreement, the Contractor shall assign and transfer to the successor contractor, as awarded by the County, all applicable contracts for advertising on the COA fleet items (i.e., buses internal and external), and such contracts shall thereupon become the property of the successor contractor.

Failure of the Contractor to (i) timely remove disapproved or non-compliant advertising; (ii) maintain required Advertising Standards; (iii) maintain required licenses; (iv) remit payments when due; (v) comply with County or COA content restrictions; or (vi) adhere to installation and removal timelines shall constitute a default under this Contract, and shall entitle the County to pursue any and all remedies available under the Contract and at law.

B. COMPENSATION TO ST. JOHNS COUNTY

By no later than the tenth (10th) calendar day of each month, the Contractor shall pay to the County all required payments for the immediately preceding month's advertising activity, without set off, deduction, diminution, reduction, abatement, or counterclaim, except as expressly provided herein. Each monthly submission shall include:

The minimum monthly payment to the County; and

The County's percentage share of Gross Advertising Revenues, as identified in this Contract.

Each payment shall be accompanied by a Monthly Revenue Report detailing all contracts and billing and collection activities, as well as monthly and total gross revenue earned by all advertising during that monthly reporting period. This shall include a breakdown by fixed route buses and Paratransit buses, and by any future established categories as implemented and approved. Report data relating to sales and billings shall be provided in electronic form and shall, at a minimum, identify: All active advertising contracts, Contract start and end dates, Amounts billed and collected, Outstanding receivables, Installations and removals performed, Revenue by fleet type (fixed route and Paratransit); and Month-to-date and year-to-date totals.

The Monthly Revenue Report shall include a certification by an authorized representative of the Contractor attesting to the accuracy and completeness of the report.

Compensation shall be sent to the County monthly by the tenth (10th) calendar day after the end of the month, except in the case of the last payment when compensation shall be paid within thirty (30) days after the termination, cancellation, or expiration of this Contract. Each payment shall be based on the gross receipts for the month immediately preceding the date of payment, which will include the percentage of gross advertising revenue plus the minimum payment as identified in the Contract.

Payments of compensation made by the Contractor to the County pursuant to the provisions of this Contract shall not be considered in any manner to be in the nature of a tax, but shall be in addition to all taxes of whatsoever kind or description which are now or which may hereafter be required to be paid by any ordinance or local law of the County or any municipality or city within the County, or any law of the State of Florida or any law of the Federal Government of the United States. Payment of compensation shall be in addition to any permit fees required by law.

Any payment or portion thereof not received within thirty (30) days after the due date shall be considered delinquent and shall accrue interest at the rate of 1.5% per month, or eighteen percent (18%) per annum, from the due date until paid. Implementation of this provision shall not preclude the County from terminating this Contract for default for nonpayment, or from enforcing any other provisions contained herein.

Any amounts owed by the Contractor to the County under this Contract, including but not limited to removal costs, audit findings, penalties, or other amounts, shall be paid prior to, and shall take precedence over, any cost recovery or deduction claimed by the Contractor.

C. BUS ADVERTISING MEDIA

Specific to exterior bus wraps; any new wrap, tinting, paint, medium, or advertisement on the passenger windows of any vehicle must not be darker than the legally allowed window tinting requirements as provided in F.S. 316.2954. Exterior media must be a 3M or equivalent vinyl, as approved by the County, which is either removable or changeable on fleet vehicles. Any change of vinyl product shall be approved by Fleet Manager at COA. or his/her designee.

D. MAINTENANCE BY CONTRACTOR

The Contractor shall not deface or damage any County property or deposit or scatter any rubbish, waste or litter caused by any of its representatives or employees during the performance of the awarded Contract.

The Contractor shall maintain all advertising devices and keep them in good repair and free of graffiti at all times.

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

E. MANAGEMENT OF PRE-EXISTING ADVERTISING CONTENT CONTRACTS

The Contractor will not be required to provide management services for all previously existing advertising contracts which are scheduled to continue beyond the starting date of the awarded contract. Refer to **Exhibit "C"** for a listing of buses currently contracted for advertising and the corresponding expiration dates.

F. BUS EXTERIOR ADVERTISING

The Sunshine Bus runs nine (9) fixed routes Monday through Saturday from 5:30 AM to 8:05 PM and serves the cities of St. Augustine, St. Augustine Beach, Hastings, Flagler Estates, the I-95 outlet mall area and the U.S. 1 corridor to the Avenues Mall in Jacksonville. It is a flag down system and has regular stops. See **Exhibit "D"**, Current Route map. For further information: <https://sunshinebus.net>.

The Paratransit system operates within the entire county and runs six days per week, Monday through Saturday from 4:30 am to 6:30 pm.

The buses are located at the County's Transit Facility at 2595 Old Moultrie Road, St Augustine, Florida, 32086. The Transit Facility functions as both administrative offices and fleet maintenance garage, as well as a locked parking lot.

The Contractor must schedule installations and removals of ads in advance with the COA . Due to the limited number of spare buses available, installations and removals should be completed within maximum two (2) days , and maximum two (2) buses may be taken out of service at one time.

Availability of interior and/or exterior advertising space on dedicated buses, vans or any other advertising space may change during the term of the awarded Contract for reasons including, but not limited to, the procurement of new buses, vans, or other vehicles and the retiring of old buses, vans, or other vehicles, and the implementation of any new advertising opportunities as implemented and approved by the COA and the County.

The Contractor shall preserve the Sunshine Bus brand image and take every reasonable measure to maintain a high graphic standard for all materials that will be displayed on the fleet. These standards must maintain the brand image to the extent that the brand is recognizable to the passengers along the route using the flag-down system. All materials must be pre-approved by the by Fleet Manager at COA. or his/her designee prior to use.

The Sunshine Bus Fixed route fleet has approximately 15 buses in rotation and are available for exterior advertising. These are typical cutaway buses, approximately 21 to 27 feet in length, but may vary in size. There are a few smaller vans. Current advertising sizes are approximate and are subject to change.

- 19" x 24" Access Doors (Curb Side)
- 20" x 24" Rear Panels

The Paratransit fleet consists of 26 buses that are typically 23' length overall, and approximately 15' L X 7' H, (including windows), however the buses may vary in size. Current advertising sizes are approximate and are subject to change. Since the paratransit fleet doesn't operate on a fixed route, they have a potentially greater area of visibility and are ideal for full wraps.

- 19" x 24" Access Doors (Curb Side)
- 20" x 24" Rear Panels
- 95" x 22" Side Panel (Curb/Small Side)
- 155" x 22" Side Panel (Street and/or Curb Side)

PART III: PROPOSAL REQUIREMENTS

A. PROPOSER RESPONSIBILITIES

Proposers are responsible for any and all costs associated with developing and submitting Proposal in response to this RFP. Proposers are also solely responsible for any and all costs associated with interviews and/or presentations. It is expressly understood, no Proposer may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Proposer, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Proposer.

All Proposal received in response to this RFP shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

By submitting Proposal, in response to this RFP, Proposer certifies that its representatives have carefully read and fully understand all instructions and requirements provided in this RFP, and have full knowledge the scope, nature, and quality of work to be performed for the County. All Proposal submitted shall be binding for a minimum of **one hundred**

twenty (120) consecutive calendar days from the Proposal Submittal Deadline, as provided herein or as revised in an addendum.

Proposers are responsible for complying with all applicable provisions of the Policy as well as all applicable rules, laws, codes, and ordinances throughout the solicitation process.

B. MINIMUM QUALIFICATIONS

The following are the minimum requirements that Proposer must meet in order to be considered responsible to perform the specified Services. Proposer must submit sufficient documentation to clearly demonstrate that Proposer meets or exceeds the following minimum qualification requirements:

1. Must have an active registration with the State of Florida, Department of State, Division of Corporations. Proof of registration must be provided with the Proposal.
2. Proposer must provide a copy of a current Local Business Tax Receipt from St. Johns County or from the local jurisdiction in the State of Florida where the Proposer permanent business location or branch office is maintained or provide written exemption from the SJC Tax Collector's Office. If Proposer does not possess a current Local Business Tax Receipt from St. Johns County or from their local jurisdiction in the State of Florida, as provided above, Proposer must obtain such required Local Business Tax Receipt upon notification of the County's intent to award the Proposer or must provide written exemption from the SJC Tax Collector's Office.
3. Must have Active Registration with no exclusions listed in www.SAM.gov.
4. Must submit documentation to demonstrate any and all relevant experience performing services similar in size and scope as specified herein within the last Five (5) years, must include management of an advertising program, preferably on public transportation vehicles. Proposer must provide the agency/owner name, point of contact information (name, title, email address, phone number), dates of service, description of work performed, and cost of work performed.

Failure by any Proposer to meet the minimum requirements stated above shall result in Proposer being deemed non-responsible and removed from further consideration. Minimum qualification requirements must be maintained throughout the duration of an awarded Contract. The County reserves the right to ask any Proposer for additional information to clarify Proposer's minimum qualifications included in their submitted Proposal.

C. JOINT VENTURE

In the event a Joint Venture submits Proposal, all documents required by the Florida Department of Business and Professional Regulation must be filed, in accordance with Section 489.119, Florida Statutes, prior to the Submittal Deadline for Proposal, as stated herein, or as revised by Addendum. The documents included in the Joint Venture's Proposal must be signed by an individual that is duly empowered by a properly executed Declaration of a Joint Venture and Power-of-Attorney. The Joint Venture's Proposal must clearly identify the member of the Joint Venture that will be responsible for each aspect of the Services required under the awarded Contract.

D. TRADE SECRETS

All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret". If the County receives a public records request for a document or information that is marked and certified as a trade secret, the County shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit of Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposed documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

E. USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Proposer may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

F. PUBLIC RECORDS

1. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with the awarded contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
2. In accordance with Florida law, to the extent that Proposer's performance under the awarded Contract constitutes an act on behalf of the County, Proposer shall comply with all requirements of Florida's public records law. Specifically, if Proposer is expressly authorized, and acts on behalf of the County under the awarded Contract, Proposer shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services.
 - (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records related to the awarded Contract that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of the awarded Contract and following completion of the awarded Contract if the awarded Contractor does not transfer the records to the County; and
 - (d) Upon completion of the awarded Contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services for Five (5) years after final payment.

If the awarded Contractor transfers all public records to the County upon completion of the awarded Contract, the awarded Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the awarded Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records for Five (5) years after final payment. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of the awarded Contract by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AWARDED AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us.

G. CONFLICT OF INTEREST

Proposer must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein.

Proposers must certify that no person having any interest shall be employed for the performance of any of the required services as provided herein.

Proposers are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Proposer may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

Proposer must disclose any contractual or employment relationship with any County officer or employee in the submitted Proposal. Additionally, Proposers must disclose any ownership interest in the responding firm by a County officer or employee, including elected officials. Failure to disclose such information shall be grounds for disqualification, termination of award, suspension or debarment.

No Proposer, or Key Personnel of a Proposer may participate in more than one (1) response to this RFP. Participation in multiple responses shall result in the disqualification and removal from consideration all Proposers involved.

H. PROPOSAL SUBMITTAL INSTRUCTIONS

Proposer must submit one (1) original hard copy of the Proposal, and one (1) exact electronic PDF copy of the Proposal on an unlocked USB Drive. A CD/DVD is not an acceptable alternative to the USB Drive. The hard-copy and USB Drive must be placed in a sealed envelope or container, labeled with the Proposer's full legal name, mailing address, and the solicitation number and title. A mailing label is provided herein to assist with appropriately labeling Proposer's package. The County is not responsible for any Proposals that are incorrectly labeled and are not delivered to the appropriate location as provided herein.

Proposals must be submitted on 8 ½"x11" pages, with no less than ½" margins and 11pt font. Sections and sub-sections must be clearly identified. **The Proposal must not exceed Twenty-Five (25) pages in length**, which does not include the County issued attachments, table of contents, and section separators. It is highly recommended that Proposer follow the prescribed organization of the submittal, in order to facilitate evaluation.

Submitted Proposals must include, at a minimum, the following components, including any and all attachments specified herein, as listed below:

Section 1: Proposal Cover Page and Cover Letter

Proposer shall complete and submit the Proposal Cover Page, provided herein, and must also provide a 1–2-page cover letter, that must include, but is not limited to the following:

- Full legal company name, including any fictitious name(s), and Company type (i.e. Corporation, Partnership, Joint Venture, etc.).
- Physical street address and mailing address (if different), including any other location(s) which may perform portions of the Services.
- Primary point of contact information (name, title, phone, email), and any secondary or supplemental point(s) of contact information.
- Names and titles of principals, partners, or owners, as applicable.
- Name and email address of the person who would set up Payment Works OR the person who is currently connected to existing Payment Works account.
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.) and business philosophy; and
- Brief statement regarding the Proposer's interest in this project.

Delegation of Authority

Proposer must provide a signed Delegation of Authority Letter for any representative(s) signing the Proposal on behalf of the Proposer, who are not principals, owners, partners, etc., for the Proposer. The Delegation of Authority Letter must state the level(s) of authority delegated to each representative, must be on company letterhead, and must be signed by a principal, owner, or partner (as applicable) of the Proposer. The principal, owner, or partner **must** be listed on Sunbiz, or provide official documentation establishing their authority, in order for the County to accept the signature of the Delegation of Authority.

Section 2: Company & Team Qualifications

Proposer must provide documentation to fully demonstrate the qualification, education, and abilities of Key Personnel for the Proposer, as well as any proposed Sub-Contractors that shall be performing Services, if awarded. The required documentation shall include, at a minimum:

Key Personnel – Identify all Key Personnel proposed to perform Services, if awarded, including the role they are proposed to play for this project.

Licenses/Certifications – Provide documentation to demonstrate meeting minimum Qualification requirements as provided herein, current licenses and certifications applicable to this project, held by Proposer and Key Personnel who are proposed to participate in the Services.

List of Proposed Sub-Contractors – Provide any and all Sub-Contractors or Suppliers proposed to perform any aspect of the Services specified herein. Proposer must complete **Attachment “G”** and must include any and all documentation to demonstrate the qualifications and capabilities of each proposed Sub-Contractor or Supplier, including but not limited to licenses, certifications, and other credentials. All proposed Sub-Contractors or Suppliers are subject to approval by the County. If Proposer does not intend to utilize any Sub-Contractors, Proposer must state as such in the submitted Proposal.

Claims, Liens, Litigation History – Complete and submit **Attachment “B”** provided herein.

Certificates of Insurance – Submit documentation to demonstrate evidence of current and valid insurance policies in at least the coverage limits as specified herein, or certification from a qualified insurance provider attesting to Proposer’s ability to obtain the required coverages upon award.

Section 3: Related Experience

Proposer must provide documentation to demonstrate all related experience of Proposer and proposed Sub-Contractors performing Work similar in size and scope as specified herein, that were awarded, completed and/or are in progress within the past Five (5) years must include management of an advertising program, preferably on public transportation vehicles. The proposer must include details including, but not limited to project title, owner/agency, point of contact (name, title, phone, email), project award and completion dates, project cost. The County reserves the right to reach out to any agency to inquire about the Proposer’s performance and responsibility of the Proposer, whether or not the agency is included in the list specified in this Section.

Section 4: Advertising Standards

The proposal will be evaluated on the Contractor’s advertising standards. Each proposal must include detailed advertising standards that address the following: Content Acceptability Standards, Installation, Removal & Maintenance Procedures, Approval & Oversight Process, Brand Protection & Design Quality, Reporting, Revenue Transparency & Compliance, and Innovation & Methodology.

Section 5: Revenue Proposal

Proposers shall provide a detailed Revenue Proposal describing the financial benefit to the County for advertising services. The Revenue Proposal shall include, at a minimum, the following:

A. Revenue Structure

Proposer shall clearly describe the proposed revenue structure, including:

- Revenue share percentage to the County
- Minimum annual guaranteed revenue (if applicable)
- Commission structure
- Flat fee or hybrid revenue models (if applicable)
- Any additional revenue opportunities

B. Rate Card

Proposer shall provide a comprehensive rate card including, but not limited to:

- Exterior bus advertising rates
- Interior bus advertising rates
- Digital advertising rates (if applicable)
- Transit facility advertising (if applicable)
- Short-term and long-term campaign pricing
- Discount structures

C. Revenue Projections

Proposer shall provide estimated revenue projections for:

- Year 1
- Year 2
- Year 3
- Optional renewal terms (if applicable)

Projections should include assumptions used to develop estimated revenue.

D. Additional Revenue Opportunities

Proposer shall identify any innovative or additional revenue opportunities including:

- Digital advertising
- Sponsorships
- Naming rights
- Community partnerships
- Other creative revenue solutions

Section 6: Administrative Information

Proposer must complete and submit all remaining Attachments, as provided herein, which are not required in a previous section

PART IV: EVALUATION AND AWARD**A. DETERMINATION OF RESPONSIVENESS**

The SJC Purchasing Department shall review each submitted Proposal for responsiveness to the requirements provided herein. Any Proposal that is materially non-responsive to the requirements of this RFP shall be disqualified and removed from consideration prior to evaluation. Only those responsive Proposal submitted from responsible Proposers shall be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted Proposal. However, any missing information or documentation that is material to the purpose of the RFP shall not be waived as a minor formality.

B. EVALUATION OF PROPOSALS

All responsive Proposals will be evaluated by an Evaluation Committee of no less than five (5) individuals. Evaluators will review and score the Proposals, individually, with no interaction or communication with any other individual. Evaluators' scores will be announced at a Public Evaluation Meeting in accordance with Florida Sunshine Law. Evaluation of the responsive Proposals shall be in accordance with the Evaluation Criteria as provided herein. County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a Proposer, including past performance (experience) with the County prior to making any recommendation for award, or moving forward with negotiations.

C. EVALUATION CRITERIA AND SCORING

Proposals shall be evaluated in accordance with the Evaluation Criteria and associated scoring provided below:

<u>Evaluation Criteria:</u>	<u>Maximum Possible Points per Evaluator:</u>
1. Company & Team Qualifications	25
2. Related Experience	25
3. Advertising Standards	25
4. Revenue	25
Total Points Possible per Evaluator:	100
5. Interviews/Presentations – Shortlisted Firms (If Applicable):	30
Total Points Possible per Evaluator:	130

D. SHORTLIST PRESENTATIONS/INTERVIEWS

Upon evaluation of Proposals, the Evaluation Committee shall determine whether or not presentations or interviews are needed from all, or a shortlist of, Proposers in order to make a final recommendation for award. In the event presentations/interviews are determined to be necessary, the Proposers to be invited to participate will be identified. Participants shall be determined based upon the scoring of the Proposals. The makeup of the presentations/interviews will be provided to the shortlisted Proposers after the initial evaluation meeting. The score for presentations/interviews shall be added to the score for the Proposals, to determine the total score and ranking of the shortlisted Proposers. Scores for the interviews/presentations shall be announced at a subsequent Public Evaluation Meeting, in accordance with Florida Sunshine Law.

F. NEGOTIATIONS & AWARD

Upon evaluation and final ranking of Proposals, including any interviews and/or presentations (if applicable), a Notice of Intent will be issued, expressing the County's intent to move forward. The County is under no obligation to award a Contract as a result of this RFP. Any award of a Contract shall be contingent upon successful negotiations with the selected Proposer, and availability of lawfully appropriated funds for this purpose (as applicable).

It is the intent of the County to enter into negotiations with the top ranked firm, provided no documentable justification is provided that would prohibit the County from proceeding with the top ranked firm. If the County and the selected Proposer are able to reach an agreement for the required Services, a Contract will be executed. If the County and the selected Proposer are unable to reach an agreement, the County shall cease negotiations with the top ranked Proposer and shall initiate negotiations with the next successively ranked Proposer with the intent of coming to an agreement. This process shall continue until such time as an agreement can be reached, or the County, in its sole discretion, determines that moving to a subsequent Proposer in the rankings does not serve the best interest of the County.

The negotiated Contract shall be presented to the Board of County Commissioners ("Board") for approval to execute. The Board reserves the right to reject any or all submitted Proposals, waive minor formalities or award to/negotiate with the Proposer whose Proposal best serves the interest of the County.

G. PROTEST PROCEDURES

Any actual Proposer who is aggrieved in connection with the Notice of Intent to Award a Contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of the Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Purchasing Director. Protester shall submit the Protest in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

PART V: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The County intends to negotiate and award a General Services Agreement, on a form provided by the County, for completion of the project, in accordance with this RFP Document, and as negotiated with the selected Proposer. The Term of the awarded Contract is proposed to be five (5) calendar years but may be negotiated to a longer or shorter term in order to serve the best interests of the County.

In the event a Contract is attached to this RFP, such attached Contract is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract is not attached to this RFP, it is expressly understood that the County's preference/selection of any Proposer or submitted Proposal does not constitute an award of a Contract with the County. It is anticipated that subsequent to the County's preference/selection of any Proposer, negotiations will follow between the County and the selected Proposer. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County and the selected Proposer. The County reserves the right to delete, add to, or otherwise modify one or more components of the selected Proposer's Qualifications and any subsequent proposal(s) in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of this RFP.

Any contract(s) awarded as a result of this RFP shall be non-exclusive. The County reserves the right to: (1) enter into contracts with firms for some or all of the services, and (2) to subsequently solicit Proposal and/or negotiate contracts, for services, as needed, in order to serve the best interest of the County. All such actions shall be at the sole discretion of the County.

B. CONTRACT PERFORMANCE

At any point in time during the term of the Contract with the awarded Contractor, County Staff may review records of performance to ensure that the Proposer is continuing to provide sufficient financial support, equipment, quality of workmanship, and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that the awarded Contractor no longer possesses the financial support, equipment, quality of workmanship, and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

C. TERMINATION

Failure on the part of the awarded Contractor to comply with any portion of the duties and obligations under the awarded Contract shall be cause for termination. If the awarded Contractor fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification, and opportunity to cure the default, in accordance with the Contract Documents. In the event the awarded Contractor fails to cure the default, or comply with the requirements of the Contract Documents, the County shall issue termination notice in accordance with the Contract Documents and shall seek any and all remedies legally available to mitigate damages incurred by the County.

D. FORCE MAJEURE

If awarded a Contract on the basis of the submitted Proposal and any subsequent proposals, the awarded Proposer pledges to perform the specified Services barring any delays due to force majeure events which are not reasonably foreseeable and beyond the control of both the awarded Contractor and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, natural disasters, and other acts of God.

E. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the awarded Contractor to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations as provided herein and any others that are relevant and applicable to the services to be performed, under the awarded Contract. The Contract shall be governed by the laws of the State of Florida and the County both as to interpretation and to performance.

F. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

The awarded Contractor warrants that the product/s or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

The awarded Contractor further certifies that if the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the awarded Contractor. All Personal Protective Equipment used by the awarded Contractor, their employees, as well as personnel supplied by any subcontractors and subcontractors, shall be ANSI certified and meet OSHA standards.

G. LICENSES, PERMITS, FEES

The awarded Contractor shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the Services described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the awarded Contractor.

H. INSURANCE REQUIREMENTS

The awarded Contractor shall not commence work under the awarded Contract until Contractor provides proof of all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The awarded Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the awarded Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the awarded Contractor of its liability and obligations under the awarded Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The awarded Contractor shall maintain during the life of this Contract, Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the awarded Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the awarded Contract, whether such operations be by the awarded Contractor or by anyone directly employed by or contracting with the awarded Contractor.

The awarded Contractor must maintain, during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The awarded Contractor must maintain during the life of the awarded Contract, Commercial Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the awarded Contractor from claims for damages for bodily injury, including the ownership, use, or

maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the awarded Contractor or by anyone directly or indirectly employed by the awarded Contractor.

The awarded Contractor must maintain during the life of the awarded Contract, Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The awarded Contractor must maintain during the life of the awarded Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

I. INDEMNIFICATION

To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the awarded Contractor shall indemnify, defend, and hold harmless the County, including the County's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fee, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the County's sovereign immunity. This indemnification shall survive the termination of the awarded Contract. Additionally, the Contractor agrees to include the include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with the awarded Contract.

This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

J. Debarment and Suspension.

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principles (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier-covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Bidder or Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

L. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal

funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

PART VII: – ATTACHMENTS

The required Attachments that Proposers must complete, sign, have notarized and include as part of their submitted Proposal are provided herein on the following pages. The instructions provided above in Part III specify in which sections of the submitted Proposal the required Attachments must be included.

COVER PAGE

**SUBMIT ONE (1) ORIGINAL HARD-COPY AND ONE (1) EXACT ELECTRONIC PDF COPY
ON A USB DRIVE IN A SEALED ENVELOPE OR CONTAINER TO:**

PURCHASING DEPARTMENT
ST. JOHNS COUNTY, FL
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084

CONTRACTOR(S) NAME: _____

CONTACT NAME & TITLE: _____

CONTACT PHONE NUMBER: _____

CONTACT EMAIL ADDRESS: _____

PAYMENTWORKS CONTACT NAME and EMAIL_____

DATE:_____

REVENUE PROPOSAL FORM

RFP No. 2553

Public Transportation Bus Advertising Services

Proposer shall complete all sections below. Failure to provide the required information may result in the Proposal being deemed non-responsive.

A. Revenue Share to County

Description	Proposed Percentage
Percentage of Gross Advertising Revenue	_____ %
Paid to County	

B. Minimum Annual Guaranteed Revenue (If Applicable)

Contract Year	Minimum Annual Guaranteed Revenue
Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Renewal Year 1	\$ _____
Renewal Year 2	\$ _____

C. Rate Card

Advertising Type	Proposed Rate
Exterior Bus Advertising	\$ _____
Interior Bus Advertising	\$ _____
Digital Advertising	\$ _____
Transit Facility Advertising	\$ _____
Other	\$ _____

D. Additional Revenue Opportunities

RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

ATTACHMENT "A"
ST. JOHNS COUNTY AFFIDAVIT

Proposer hereby issues the sworn statement below, which must be incorporated into the submitted Proposal. This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the Bid, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____

COUNTY OF _____

The Undersigned authority, _____ ("Affiant"), who being duly sworn, deposes and states that he/she is the _____ (Title) of the firm of _____ (Full Legal Name of Bidder) submitting the attached Bid for the completion of work specified in the Bid Documents for RFP No: 2553 Public Transportation Bus Advertising Services, in St. Johns County, Florida.

The Affiant further states that no more than one Proposal will be submitted in response to the above RFP from the Affiant, the Proposing firm, or corporation under the same or different name, and that such Proposer has no financial interest in any other Proposing firm submitting a Proposal in response to the above RFP. That neither the Affiant, his/her firm, association, nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this Proposal. Furthermore, neither the Proposer nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Bidder

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by Affiant who is personally known to me or has produced _____ as identification. Type and number of I.D. produced: _____.

Notary Public
My Commission Expires: _____

RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

**ATTACHMENT B
CLAIMS, LIENS, LITIGATION HISTORY**

Proposer must complete all questions below and provide information requested as applicable. Failure to appropriately complete the questions below or provide requested information may be grounds for disqualification. Any material misrepresentation of information may also be grounds for disqualification.

1. Within the past 7 years, has your organization filed a suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a contract dispute? Yes ____ No ____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes ____ No ____ If yes, please explain in detail:

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes ____ No ____ If no, please explain why?

7. List the status of all pending claims currently filed against your company:

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail:

(Use additional or supplemental pages as needed)

RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

**ATTACHMENT C
AFFIDAVIT OF SOLVENCY**

STATE OF _____
COUNTY OF _____

PERTAINING TO THE SOLVENCY OF _____, being of lawful age and being duly sworn I, _____, as _____ (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above-stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually,

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

**ATTACHMENT D
CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFP) Number/Description: **RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES**

The term “conflict of interest” refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a Proposer’s professional judgment in completing work for the benefit of St. Johns County (“County”). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Proposers are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Proposer’s, therefore must avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Proposer’s professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:



I hereby attest that the undersigned Proposer has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project and neither this firm nor any of the principals of this firm have any financial interest in the outcome of this project.



The undersigned Proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Proposer: _____

Authorized Representative(s):

Signature

Print Name/Title

Signature

Print Name/Title

RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

**ATTACHMENT E
DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for Qualification to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than three (3) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

Signature

Date

RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

**ATTACHMENT F
E-VERIFY AFFIDAVIT**

STATE OF _____
COUNTY OF _____

I, _____ (hereinafter "Affiant"), being duly authorized by and on behalf of _____ (hereinafter "Proposer") hereby swears or affirms as follows:

1. Proposer understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of RFP No. 1581 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Proposer and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. The proposer shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Proposer understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Proposer further understands and agrees that in the event of such termination, Proposer shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Proposer's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

**ATTACHMENT “G”
LIST OF PROPOSED SUB-CONTRACTORS**

The proposer shall submit any and all subcontractors proposed to perform any portion of the Services for review/approval by the County. The proposer shall attach any and all applicable licenses or certifications held by the proposed subcontractor related to the portion of the Services for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

Company Name	Services to be Performed	Primary Contact Name and Email

RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

ATTACHMENT H
SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

I, _____ ("Affiant"), being duly authorized by and on behalf of _____
_____ ("Proposer") hereby swears or affirms as follows:

1. The principal business address of Proposer is: _____
2. I am duly authorized as _____ (Title) of Proposer.
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined in Section 287.133 of the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined in Section 287.133 of the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Proposer, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Proposer, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer who is active in the management of the Proposer or an affiliate of the Proposer. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Proposer

Date of Signature

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by Affiant, who is ☐ personally known to me or ☐ has produced _____ as identification.

Notary Public

My Commission Expires

RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

**ATTACHMENT I
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-PRIMARY COVERED TRANSACTIONS**

The Proposer certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. Proposer must have no Exclusions listed in www.SAM.gov.
2. Must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency.
3. Must have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
4. Must not be presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
5. Must have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Proposer certifies that it shall perform a debarment verification on any subcontractor, sub-contractor, material supplier or vendor, that it proposes to contract with to perform any work under this RFP, and shall not enter into any transaction with any sub-contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

FULL LEGAL NAME OF PROPOSER: _____

DATE: _____

RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

**ATTACHMENT J
BYRD ANTI-LOBBYING COMPLIANCE AND CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. 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 an agency, a Member of Congress, an 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

FULL LEGAL NAME OF PROPOSER: _____

DATE: _____

RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

**ATTACHMENT K
NON-COLLUSION CERTIFICATION**

St. Johns County requires, as a matter of policy, that any Proposer receiving a contract or award resulting from this Request for Qualification issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposal submitted in response to this Request for Qualification or in return for execution of a contract for performance or provision of services for which Qualification are herein sought.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by Affiant, who is ☐ personally known to me or ☐ has produced _____ as identification.

Notary Public

My Commission Expires:_____

RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

**ATTACHMENT L
EQUAL OPPORTUNITY REPORT STATEMENT**

The Proposer shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest ("Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to

any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by Affiant, who is ☐ personally known to me or ☐ has produced _____ as identification.

Notary Public
My Commission Expires:_____

RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

ATTACHMENT M

Affidavit Regarding the Use of Coercion for Labor and Services

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As an officer or authorized representative of Proposer, I certify that the company identified below does not, for labor or services:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare and affirm that I have read the foregoing document and that the facts stated in it are true and correct.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: _____

RFP No: 2553 PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES

**ATTACHMENT N
ACKNOWLEDGEMENT OF ADDENDA**

Proposer hereby acknowledges receipt of the following Addenda, issued by the County and incorporated into and made a part of the RFP Documents. By acknowledging the Addenda listed below, Proposer hereby certifies that the information, clarifications, revisions, or other items included in each Addenda have been incorporated into the Proposer's Proposal. Failure to acknowledge and incorporate issued Addenda may result in a Proposer being deemed non-responsive to the requirements of the RFP and removed from further consideration.

ADDENDUM NUMBER	DATE RECEIVED	PRINTED NAME OF PROPOSER'S AUTHORIZED REPRESENTATIVE	TITLE OF PROPOSER'S AUTHORIZED REPRESENTATIVE	SIGNATURE OF PROPOSER'S AGENT

**Cut along the outer border and affix this label
to your sealed bid envelope to identify it as a
"Sealed RFP"**

SEALED RFP • DO NOT OPEN	
SEALED RFP NO.:	RFP 2553
RFP TITLE:	PUBLIC TRANSPORTATION BUS ADVERTISING SERVICES
DUE DATE/TIME:	By 4:00 PM EST Thursday May 14, 2026
SUBMITTED BY:	
	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Department 500 San Sebastian View St St. Augustine FL 32084

