1. **SCOPE OF SERVICES**

Lake County’s Office of Transit Services administers two programs – the Lake Express Fixed Route Bus Service and the Lake County Connection Paratransit Service. These services are provided throughout the County using a variety of vehicles as shown in Exhibit D – Fixed Route and Paratransit Vehicle Inventory.

The Fixed Route Bus Service consists of nine (9) routes, operated with sixteen (16) vehicles in maximum service, covering approximately 762,493 revenue miles per year and operating about 41,204 revenue hours per year. Routes operate on non-holiday weekdays from 5:30 a.m. to 9:58 p.m. Fixed Route Bus Service is expected to change in October of 2025 with the expansion of evening hours on five (5) North County routes. Current route information is available at: <https://RideLakeXpress.com>

Lake County also provides Paratransit Services County-wide, operating twenty-eight (28) paratransit vehicles during peak service hours from 6:00 a.m. to 7:00 p.m. ADA service is available during the same days and times as Fixed Bus Route Service. Paratransit Bus Inventory (Exhibit D), as of January 2025, will see replacement vehicles purchased annually; expansion is not expected to occur.

LakeXpress and Lake County Connection provided 297,343 trips, traveled 1,742,399 vehicle miles, and 1,445,693 revenue miles in Fiscal Year 2024.

* 1. The County intends to identify a Contractor with a demonstrated ability to maximize the income potential for Lake County Transit; a Minimum Annual Guarantee is preferred from sales of advertising space available on Lake County Transit’s fleet of active fixed route buses and paratransit vehicles.
  2. Vehicle Advertising Placement Zones are indicated on Exhibit E - Fixed Route Vehicle Advertising Placement Zone and Exhibit F – Paratransit Vehicle Advertising Placement Zone, Vehicle ID numbers shall be visible on each vehicle’s top front and top back. Paratransit vehicles must have the State ID number above the license plate.
  3. LakeXpress desires a portion of advertising space to promote Lake County Board of County Commissioners services. The Contractor will absorb costs associated with promoting County services. The County will provide the artwork to the Contractor.
  4. The Transit Director or their designee shall preapprove all advertisements before displaying them on buses. The Contractor shall refer to Exhibit G – Advertising Standards, for guidance. In addition, LakeXpress reserves the right to disapprove any advertising which, in the sole opinion of the Transit Director or their designee, is not in the best interest of Lake County Transit or Lake County. The Contractor shall agree to remove any advertisement that is declared inappropriate immediately. The Contractor shall maintain the highest standards of maintenance, immediately replacing, without charge, any advertising media that is damaged or outdated and removing any advertising displayed beyond contract termination or expiration.

1. **RESPONDENT RESPONSIBILITIES**

Respondent shall propose a Minimum Annual Guarantee (MAG) for advertising services. For purposes of this RFP, annual gross revenue from the Contractor includes all sources of revenue derived from the resulting Contract.

1. **Contractor responsibilities**

Contractor shall be responsible for:

* 1. All professional services necessary to sell advertising.
  2. Production services of all signs, appliques, placards, and displays.
  3. Services and personnel to change, replace, and clean advertising signs, appliques, placards, and displays.
  4. Removal of window film within forty-eight (48) hours when reported by Lake County Transit that window film is damaged.
  5. Provide durable advertising signs, appliques, placards, and displays produced utilizing processes subject to the approval of Lake County Transit.
  6. A record and reporting system to substantiate billings, sales, commissions, and payments to Lake County Transit, with accountings of such billings, sales, and commissions to be provided to Lake County Transit on at least a monthly basis.
  7. Provide services in strict compliance with all applicable laws and statutes of the United States, the State of Florida, and the Charter Ordinances, regulations, or resolutions of Lake County.
  8. Acknowledge total liability and responsibility for any claim for damages resulting out of the services performed under the Contract resulting from this Request for Proposal (RFP).
  9. Providing revenue to Lake County Transit in exchange for the exercise of the Contractor’s rights under the advertising Contract.
  10. Provide unsold Lake County Transit’s fleet advertising inventory services as submitted in Attachment 1 – Bid Submittal Form.
  11. Replace or remove advertising campaigns within fourteen (14) calendar days of expiration.
  12. Return all vehicles and buses to their original state and condition within thirty (30) calendar days of when advertising is removed and/or the resulting Contract expires or is terminated.
  13. Any changes or fees for the repair of damage to and/or repainting of Lake County Transit buses and vehicles shall be paid by the Contractor who is responsible for any damage to paint.
  14. Vehicles and buses may be off-line for no more than two (2) days for wrapping or repairs.
  15. Professionally perform all services and following the aesthetic standards prescribed by Lake County Transit.
  16. Accept only such advertising that comports with community standards and is acceptable to Lake County Transit.
  17. Install and remove the interior advertising card program at the Lake County Transit Facility. Interior advertising shall be 11” x 17” card stock quality.
  18. Prohibit advertising sales contingent upon geographic location or display. The Lake County Transit fleet is assigned based on mileage and the transportation needs of the County at large, and Lake County Transit cannot limit the use of buses or vehicles to certain areas, cities, or neighborhoods within the County.
  19. The Contractor shall be responsible for incorporating into the design of any full bus wraps or applique the LakeXpress or Lake County Connection logo, both street and curbside, at its own expense, and any other required safety, identifying, or regulatory marks or displays, as needed by Lake County Transit. Lake County Transit vehicles must maintain specific interior and exterior signage per Florida Department of Transportation and Federal Transit Administration requirements. The Contractor shall ensure that all bus advertising does not interfere with the required signage, markings, and displays.
  20. Ensure that all advertising agreements are reviewed and approved by Lake County Transit before being issued to each advertiser for signature and included in each advertising sales agreement entered into according to the resulting Contract, a provision requiring the immediate removal of any installed advertisement declared inappropriate by Lake County Transit.
  21. Regardless of whether advertising is preapproved by Lake County Transit as contemplated in Section B of this Scope of Services, the County shall be permitted, at no cost or charge to the County, to reject or order the removal of any installed advertising that is not (i) in the best interest of Lake County Transit and the County, (ii) following community standards, or (iii) otherwise in compliance with those specifications and limitations established according to the resulting Contract between the Contractor and the County.
  22. Ensure that all advertising contracts or sales of advertising entered into between the Contractor and all advertisers include contractual provision allow for the immediate termination and removal of the advertising purchases according to such Contract or sale without consequences to LakeXpress or the County, if such advertising agreement, display, or sale is determined by the County, in its sole discretion, (i) violate any applicable federal, state, or local laws, rules, or regulations, (ii) require Lake County Transit or the County to reimburse any federal or state agency for any grant funds received, or (iii) to jeopardize otherwise or threaten the County’s or Lake County Transit’s continued receipt of federal or state funding.
  23. Determine the size and location of advertising racks.
  24. Pay the MAG in twelve (12) equal monthly installments. Payments shall be made by the tenth (10th) calendar day of each month.
      1. Pay late fees equal to one- and one-half percent (1 ½ %) per month or the maximum amount allowed by law, of the amount due the County if not paid by the tenth (10th) calendar day of each month.
      2. The Contract may be terminated by the County should the Contractor fail to make MAG payments for any two (2) months of the Contract term. The Contractor will be required to fulfill end of Contract requirements.
  25. Supply the County with an annual report by vehicle and size substantiating revenues that exceed the MAG.

1. **COUNTY RESPONSIBILITIES**
   1. Supply, install, maintain, and replace any existing interior advertising frames and related hardware on the LakeXpress fleet
   2. Decals or signage identifying LakeXpress or Lake County Connection as Lake County’s public transit system should be applied on its fixed route and paratransit bus fleets. Such decals or signage may be applied to each vehicle’s front and rear bumper, and street and curb-side exteriors. The Contractor shall accommodate Lake County Transit’s placement of such signage as outlined in this Exhibit A – Scope of Services.
   3. Allowing wrapping at the Lake County Transit Facility located at 560 East Burleigh Boulevard, Tavares, Florida 32778.
   4. Provide Contractor with the exclusive right to sell and install advertising on the interior and exterior of all Lake County Connection buses as specified in the resulting Contract.
   5. Review and approve or disallow advertising before executing any contracts between the Contractor and advertisers.
2. **COMPLIANCE WITH FEDERAL TRANSIT ADMINISTRATION REGULATIONS**
   1. Respondents must comply with applicable Federal Transit Administration (FTA) regulations as indicated in the FTA Master Agreement and Best Practices Procurement Manual; Florida Statutes, Chapters 427, Part 1, and 341.051; and the Florida Department of Transportation Rule, Chapter 14-90. Respondents shall promptly provide all requested information for state and federal reporting requirements. These documents can be found at:

<https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual>

<https://www.transit.dot.gov/sites/fta.dot.gov/files/2024-05/FTA-Master-Agreement-v31-05-02-2024.pdf>

[www.flrules.org/gateway/ChapterHome.asp?Chapter=14-90](http://www.flrules.org/gateway/ChapterHome.asp?Chapter=14-90)

1. **COMPLIANCE WITH FEDERAL E-VERIFY REGULATIONS**

The Contractor 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 Contractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract, including Subcontractors. Any subcontract entered into the by the Contractor with any Subcontractor performing work under this Contract shall include the following language: “The Subcontractor 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 Contractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract.” The Contractor covenants and agrees that if it is found in violation of this Section or Executive Order, such violation shall be a material breach of this Contract, and the Contractor shall indemnify, defend, and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

[*The remainder of this page intentionally left blank*]