

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET**

DATE: 06/25/2025

TO: Jennifer Barker, County Manager

THRU:

Jill Brown, Office Of Transit Director

BY: Gretchen Bechtel, Contracting Officer II

SUBJECT: Transit Advertising Services

MEETING DATE: 8/12/2025

ITEM TYPE: Consent Item

ITEM ID: 37933

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:

1. Of Contract 25-525 with Vector Media Holding Corporation (New York, NY) to provide advertising services on Lake County transit vehicles; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated fiscal impact over five years is \$620,000 (revenue).

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Office of Transit Services, issued Request for Proposal 25-525 to replace expiring contract 19-0707 for transit advertising services. The solicitation allows for an initial one-year term with two additional two-year terms available.

Two responsive and responsible submittals were received as indicated on the attached tabulation sheet. Staff recommends an award to the responsive and responsible vendor, providing the greatest advantage for Lake County to Vector Media Holding Corporation (New York, NY). Vector Media Holding Corporation is the incumbent vendor of contract 19-0707, providing a continuation of services under the new contract 25-525. Vector Media Holding Corporation has agreed to pay monthly installments to the County of the minimum annual guarantee of \$120,000 for terms 1 through 3 and \$130,000 for each term of 4 and 5 with a 50 percent revenue share of annual advertising sales for each term of the five-year agreement. Additionally, Vendor Media Holding Corporation will provide space allotment on each bus vehicle that will be used for promoting Lake County interests. The estimated fiscal impact is \$620,000 (revenue).

Fiscal Impact: \$620,000 (revenue)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Transit	1210	3327215	362300		\$620,000

Advertised Date:

Paper:

Attachments:

1.	25-525_Bid Tabulation
2.	25525_Transit Advertising_Vector Media_final_070625_unex

STAFF APPROVALS AND DATES:

Gretchen Bechtel	Created/Initiated - 06/25/2025
Ron Falanga	Approved - 07/14/2025
Jill Brown	Approved - 07/15/2025
Shelly Williams	Approved - 07/15/2025
Karen Maxwell	Approved - 07/15/2025
Cari Christian	Approved - 07/15/2025
Rachel Bartolowits	Approved - 07/16/2025
Kandace Pourbaix	Approved - 07/16/2025
Allison Tesla	Approved - 07/16/2025
Miranda Lanoue	Approved - 07/16/2025
Allison Tesla	Approved - 07/16/2025
Melanie Marsh	Approved - 07/18/2025
Jennifer Barker	Approved - 08/01/2025
Misty Spahn	Final Approval - 08/01/2025

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
VECTOR MEDIA HOLDING CORP. FOR
TRANSIT ADVERTISING**

RFP # 25-525

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and Vector Media Holding Corp., a foreign profit corporation authorized to do business in the state of Florida, its successors and/or assigns (the CONTRACTOR), (each a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Proposals (RFP) #25-525 seeking firms or individuals qualified to provide transit advertising services under the for the COUNTY; and

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the Parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants, and payment set forth in this Agreement, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE 1. LEGAL FINDINGS.

1.1 Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

ARTICLE 2. PURPOSE.

2.1 Purpose. The purpose of this Agreement is for the CONTRACTOR to provide transit advertising and related services (“the Service”) for the COUNTY as detailed herein.

ARTICLE 3. SCOPE OF SERVICES.

3.1 Scope.

A. On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR and CONTRACTOR agrees to provide all labor, materials, and equipment to complete the Service, as more specifically described in the Scope of Services, as modified or clarified by any addendums, along with CONTRACTOR’S Submittal Forms, and CONTRACTOR’S Proposed Solution, attached hereto and incorporated herein as **Exhibit A (Composite)**. It is understood that the Scope of Services may be modified by change order or written Amendment, as applicable, as the Service progresses,

but to be effective and binding, any such agreement must be in writing, executed by the Parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONTRACTOR upon request.

B. Asset Inventory. An inventory of buses and vehicles owned and/or operated by COUNTY is attached hereto and incorporated herein as **Exhibit B**. The Parties acknowledge that the number and type of buses and vehicles is subject to change throughout the term of this Agreement.

C. Advertising Standards. CONTRACTOR will adhere to COUNTY'S advertising standards, attached hereto and incorporated herein as **Exhibit C**.

D. State Restrictions on Transit Advertising. CONTRACTOR acknowledges that COUNTY is the recipient of State of Florida Department of Transportation (FDOT) funds for the operation of its transit program and agrees to cooperate and comply with Florida law restricting advertising by public transit providers on public transit vehicles, as provided for in Sections 341.051(8), 316.2954, and 339.08, Florida Statutes; conditions for which are attached hereto and incorporated herein as **Exhibit D**.

E. Window Tinting Requirements. Any new wrap, tinting, paint, medium or advertisement on the passenger windows of a vehicle used by a public transit provider may not be darker than the legally allowed tinting requirements provided in Section 316.2954, Florida Statutes.

3.2 Effective Date and Term.

A. This Agreement will be effective upon the first day of the next calendar month after approval by the Lake County Board of County Commissioners (the "**Effective Date**").

B. The Term of this Agreement will be for an initial one (1) year term with the option for two (2) subsequent two (2) year renewal terms. Renewals are contingent upon written mutual agreement of the Parties. CONTRACTOR shall maintain, for the entirety of the stated additional period(s), if any, the same prices, terms, and conditions included within this Agreement. Continuation of this Agreement beyond the initial period is a prerogative of the COUNTY and not a right of CONTRACTOR. This prerogative may be exercised only when such continuation is in the best interest of the COUNTY. The terms and conditions of this Agreement shall remain in effect until completion of all express- and implied-warranty periods. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at the time of solicitation.

3.3 Continuation of Work. Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between the COUNTY and CONTRACTOR, continue until completion at the same prices, terms and conditions.

3.4 Contract Extension. The COUNTY has the unilateral option to extend this Agreement for up to ninety (90) calendar days beyond the current term of the Agreement. In such event, the COUNTY will notify the CONTRACTOR in writing of such extensions. The Agreement be extended beyond the initial ninety (90) day extension upon mutual agreement between the COUNTY and the CONTRACTOR

3.5 Licenses and Permits. CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the service, unless specifically agreed otherwise in the Scope of Services.

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.

3.6 Intent of the Contract Documents.

A. For purposes of this Agreement, the term “contract documents” includes all bid documents, drawings, the Scope of Work, attachments to this Agreement, and provisions within this Agreement, along with any change orders or amendments to this Agreement.

B. It is the intent of the contract documents to describe a functionally complete Service which defines the Scope of Work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result must be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words must be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Service, whether such reference be specified or by implication, will mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise in this Agreement.

C. The contract documents and all referenced standards cited in the contract documents are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all.

D. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but are contained in the specifications, or vice versa, must be provided and executed as shown in either the drawing or specification at no extra cost to the COUNTY. Should anything not included in either the drawing or the specifications be necessary for the proper construction and operation of the Service as specified in this Agreement, or should any error or disagreement between the specifications and drawings exist or appear to exist, the CONTRACTOR may not derive any unjust benefit, or use such disagreement counter to the best interests of the COUNTY. The CONTRACTOR shall immediately notify the COUNTY’S Project Manager of any discrepancy and await the Project Manager’s direction before proceeding with the work in question.

3.7 Errors and Omissions. The CONTRACTOR shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the CONTRACTOR shall immediately notify the COUNTY in writing of such errors or omissions. In the event the CONTRACTOR knows or should have known of any error or omission and failed to provide such notification, the CONTRACTOR will be deemed to have waived any claim for increased time or compensation the CONTRACTOR may have had and the CONTRACTOR will be responsible for the results and the costs of rectifying any such error or omission.

3.8 State Funding – Employment of State Residents. CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if assigned to CONTRACTOR is being supported in whole or in part by State funding CONTRACTOR will give preference to the employment of state residents in the performance of the work if state residents have substantially equal qualifications to those of non-residents. If CONTRACTOR is required to employ state residents, CONTRACTOR will contact the Department of Economic Opportunity to post the employment needs in the State’s job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner that would conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

3.9 Contractor Personnel.

A. The CONTRACTOR shall ensure that all personnel are competent, careful, and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily and to operate any equipment involved and must make due and proper effort to execute the work in the manner prescribed in the Agreement documents.

B. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due or may suspend the work with approval of the COUNTY until such orders are complied with.

C. E-Verify. CONTRACTOR shall utilize the U.S. Department of Homeland Security’s E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by CONTRACTOR during the term of this Agreement. CONTRACTOR shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security’s E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

ARTICLE 4. REVENUE PAYMENTS TO COUNTY.

4.1 Revenue Payments to County. CONTRACTOR shall pay COUNTY the greater amount of the Minimum Annual Guarantee (MAG) or fifty percent (50%) of annual advertising sales. CONTRACTOR shall pay COUNTY the MAG in twelve (12) equal monthly installments. Payments shall be made by the tenth (10th) calendar day of each month. Should the share of annual revenues exceed the MAG, CONTRACTOR shall pay COUNTY a one-time annual payment in the month following the close of each twelve-month cycle for the difference owed.

Minimum Annual Guarantee	
Year 1	\$120,000.00
Year 2	\$120,000.00
Year 3	\$120,000.00
Year 4	\$130,000.00
Year 5	\$130,000.00

4.2 CONTRACTOR shall pay the COUNTY late fees equal to 1.5% per month or the maximum amount allowed by law, of the amount due to COUNTY if not paid to COUNTY by the tenth (10th) calendar day of each month.

4.3 CONTRACTOR shall provide COUNTY with an annual report by vehicle and size substantiating revenues that exceed the MAG payment.

4.4 **Improper Payment Requests and Invoice Disputes.** Improper payment requests or invoices submitted by the CONTRACTOR shall be resolved as provided for in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

4.5 **Grant Funding.** In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONTRACTOR agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. CONTRACTOR is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONTRACTOR pursuant to the grant funding requirements.

ARTICLE 5. COUNTY RESPONSIBILITIES.

5.1 COUNTY'S responsibilities shall be as set forth in Section 4 of the Scope of Work, attached hereto and incorporated herein as part of **Exhibit A (Composite)**.

5.2 COUNTY retains the right to inspect all work to verify compliance with the contract documents.

ARTICLE 6. GENERAL TERMS AND CONDITIONS.

6.1 Termination.

A. **Termination for Convenience.** This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to CONTRACTOR; but if any service under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, COUNTY shall not be liable for damages of any kind, including lost profits or revenue.

B. **Termination for Cause.** This Agreement may be terminated by the COUNTY due to the CONTRACTOR'S breach of a material term of this Agreement, but only after the COUNTY has provided CONTRACTOR with ten (10) calendar days' written notice for the CONTRACTOR to cure the breach and the CONTRACTOR'S failure to cure the breach within that ten (10) day time period; but, if any work, service, or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted. Termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled, and CONTRACTOR shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

6.2 Assignment of Agreement. This Agreement shall not be assigned or sublet except with the written consent of the Lake County Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONTRACTOR. In the event CONTRACTOR is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONTRACTOR shall notify the COUNTY immediately, and in no case more than thirty (30) days after to the effective date of the acquisition. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY'S approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Failure to submit timely notification to the COUNTY may result in a material breach of this Agreement and termination by the COUNTY or assessment of a processing fee.

6.3 Insurance. CONTRACTOR will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated in **Exhibit E**, attached hereto and incorporated herein by reference.

6.4 Indemnification. To the extent permitted by law, the Contractor shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

6.5 Non-Collusion. CONTRACTOR, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the COUNTY were arrived at independently, without collusion, communication, or agreement, for the purpose of restricting competition with any other consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of

complementary bid. Should the COUNTY, at any time during the term of this Agreement, become aware of collusive acts by the CONTRACTOR in submitting their bid, the COUNTY reserves the right to terminate this Agreement without cost or penalty to the COUNTY.

6.6 Prohibition against contingent fees. CONTRACTOR, by entering this Agreement, warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any consideration contingent upon or resulting from the award or making of this Agreement.

6.7 Contracting with County Employees. Any COUNTY employee or immediate family member seeking to contract with the COUNTY shall seek a conflict-of-interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the COUNTY and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract. Failure to disclose any conflicts of interest may result in termination of this Agreement.

6.8 Conflict of Interest. CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONTRACTOR conducted here and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

6.9 State Registration Requirements. CONTRACTOR shall be registered with the Florida Department of State in accordance with the provisions of the Florida Business Corporation Act, Chapter 607, Florida Statutes.

6.10 Contractor as Prime. CONTRACTOR shall act as the prime consultant for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact regarding all stipulations, including payment of all charges and meeting all requirements of this Agreement. All sub-consultants will be subject to advance review by the COUNTY in terms of competency, security concerns, and compliance with applicable laws. No change in sub-consultants shall be made without consent of the COUNTY. CONTRACTOR shall be responsible for all insurance, professional certifications, licenses and related matters for any and all sub-consultants. Even if the sub-consultant is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

6.11 Subcontracting. CONTRACTOR shall not subcontract any portion of the work without the prior written consent of the COUNTY. Subcontracting without the prior consent of the COUNTY may result in termination of the Agreement for default.

6.12 Disadvantaged Businesses. The COUNTY has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The

COUNTY encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

6.13 Additional Services & Non-Exclusivity. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONTRACTOR or to acquire the items from another vendor through a separate solicitation. COUNTY reserves the right to perform, or cause to be performed, all or any of the work and services described in this Agreement in the manner deemed to represent its best interests. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services provided under the Agreement.

6.14 Other Departments. Although this Agreement is specific to a Department of the COUNTY, it is agreed and understood that any department of the COUNTY may avail itself of this Agreement and purchase any and all items specified in this Agreement at the contract prices established in this Agreement. A contract modification will be issued by the COUNTY identifying the requirements of the additional

6.15 Other Agencies. Other governmental agencies may make purchases in accordance with the terms of this Agreement with CONTRACTOR consent and upon providing notice to the COUNTY'S Office of Procurement Services. Purchases are governed by the Agreement's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

6.16 Warranties. All warranties express and implied, must be made available to the COUNTY for goods and services furnished under this Agreement. All goods furnished must be fully guaranteed by the CONTRACTOR against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided herein will be in addition to the warranty and do not limit any right afforded to the COUNTY by any other provision of a solicitation. CONTRACTOR shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the COUNTY. Any special conditions within the Scope of Work supersede the manufacturer's standard warranty where such conditions are most favorable to the COUNTY.

6.17 Deficiencies in Work. CONTRACTOR shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Agreement documents regardless of project completion status. All corrections must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the CONTRACTOR by the COUNTY'S Project Manager. CONTRACTOR must bear all costs of correcting such rejected work. If CONTRACTOR fails to correct the work within the specified period, COUNTY may, at its discretion, notify the CONTRACTOR, in writing, that the CONTRACTOR is subject to contractual default provisions if the corrections are not completed to the satisfaction of the COUNTY within seven (7) calendar days of receipt of the notice. If the CONTRACTOR fails to correct the work within the period specified in the notice, the COUNTY may place the CONTRACTOR in default, obtain the services of another CONTRACTOR to correct the deficiencies, and charge the incumbent CONTRACTOR for these costs, either through a deduction from the final payment owed to CONTRACTOR or through invoicing. If the CONTRACTOR fails to honor this invoice or credit memo, the COUNTY may terminate the contract for default.

6.18 County is Tax Exempt. When purchasing on a direct basis, the COUNTY is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit the Lake County Tax Exemption Certificate page to print a copy of the certificate. (https://bccnet.lakecountyfl.gov/documents/finance/forms/Tax_Exemption_Form.pdf). Except for items specifically identified by the CONTRACTOR and accepted by the COUNTY for direct COUNTY purchase under the Sales Tax Recovery Program, CONTRACTOR is not exempt from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor will CONTRACTOR be authorized to use any of the County's Tax Exemptions in securing such materials.

6.19 Shipping Terms, F.O.B. Destination. The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED.

6.20 Acceptance of Goods or Services. The work delivered and services rendered under this Agreement will remain the property of the CONTRACTOR will remain the property of the CONTRACTOR and will not be deemed complete until a physical inspection and actual usage of the products or services is accepted by the COUNTY and is in compliance with this Agreement.

Any goods or services purchased under this Agreement may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the COUNTY reserves the right to terminate this Agreement or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at CONTRACTOR'S expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. CONTRACTOR shall not assess any additional charges for any conforming action taken by the COUNTY under this clause. COUNTY will not be responsible to pay for any product or service that does not conform to the Agreement specifications. In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Agreement, may be procured by the COUNTY on the open market, and any increase in cost may be charged against the CONTRACTOR. Any cost incurred by the COUNTY in any re-procurement, plus any increased product or service cost, will be withheld from any monies owed to the CONTRACTOR by the COUNTY for any Contract or financial obligation.

6.21 Estimated Quantities. CONTRACTOR acknowledges that any estimated quantities or dollar amounts provided by COUNTY as part of the COUNTY'S solicitation for services provided under this Agreement are for guidance only and are not part of this Agreement; COUNTY makes no express or implied guarantees as to quantities or dollar value that will be used during the Contract period and is not obligated to purchase any goods or services under this Agreement. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

6.22 Additional Locations. While this Agreement may identify specific locations to be serviced, it is hereby agreed and understood that any COUNTY department or facility may be added or deleted to the Contract at the option of the COUNTY. The location change will be addressed by formal Contract modification. The COUNTY may obtain price quotes for the additional facilities from other vendors if fair and reasonable pricing is not obtained from CONTRACTOR, or for other reasons at the COUNTY'S sole discretion. It is hereby agreed and understood that the COUNTY may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the CONTRACTOR.

6.23 Similar or Ancillary Items. While the COUNTY has listed all major items which are utilized by COUNTY departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a COUNTY representative will contact the CONTRACTOR to obtain a price quote for similar or ancillary items. The COUNTY may request price quotes from all Contractors under contract if there are multiple contracts awarded for the Service. The COUNTY reserves the right to award these ancillary items to the CONTRACTOR, another vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

6.24 Accuracy. CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the Services furnished under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies resulting from the Services provided in this Agreement.

6.25 Safety. CONTRACTOR is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). CONTRACTOR shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property. CONTRACTOR shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations. CONTRACTOR shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with COUNTY personnel. This person must be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the Project Manager.

6.26 Safety Data Sheets. The CONTRACTOR is responsible to ensure the COUNTY has received the latest version of any SDS required by 29 C.F.R. Section 1910.1200, with the first shipment of any hazardous material. The CONTRACTOR shall promptly provide a new SDS to the COUNTY with the new information relevant to the specific material at any time the content of an SDS is revised.

6.27 Tobacco Products. Tobacco use, including both smoke and smokeless tobacco, is prohibited on COUNTY owned property.

6.28 Cleanup. If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. CONTRACTOR must have sufficient and Service appropriate supplies on-site for clean-up. At no time may the CONTRACTOR use COUNTY cleaning supplies or equipment. Upon final completion, the CONTRACTOR shall thoroughly clean-up all areas where work has been involved as mutually agreed with the COUNTY'S Project Manager. **If at any time the CONTRACTOR fails to clean up the work area to acceptable levels, the COUNTY may retain outside cleaning services and the actual costs for this service will be deducted from the CONTRACTOR'S final payment with the minimum cost of \$50.00 to offset the COUNTY'S time for securing services to properly clean and inspect the site.**

6.29 Protection of Property. All existing structures, utilities, services, roads, trees, shrubbery, and property in which the COUNTY has an interest must always be protected against damage or interrupted

services by the CONTRACTOR while providing goods or services under this Agreement. CONTRACTOR will be held responsible for repairing or replacing property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR'S operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to CONTRACTOR.

6.30 Certificate of Competency, Licensure, Permits, and Fees.

A. CONTRACTOR shall, at the time it submits any offer to COUNTY in response to a solicitation and for the duration of this Agreement hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying CONTRACTOR to perform the Service under this Agreement. If work for other trades is required and such work will be performed by subcontractors hired by CONTRACTOR, CONTRACTOR shall provide COUNTY each subcontractor's applicable Certificate of Competency/license.

B. CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the service, unless specifically agreed otherwise in the Scope of Services. The CONTRACTOR shall remain appropriately licensed throughout the course of the Service. 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.

C. CONTRACTOR shall maintain sufficient financial support and organization to ensure satisfactory delivery of the Services provided under this Agreement. In the event CONTRACTOR subcontracts any part of its work or will obtain the goods specifically offered under this Agreement from another source of supply, CONTRACTOR is responsible for verifying the competency of its subcontractor or supplier.

6.31 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$195,000, the CONTRACTOR must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original Agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

6.32 Independent Contractor. CONTRACTOR, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. CONTRACTOR will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY.

6.33 Responsibility as Employer. CONTRACTOR shall provide employees capable of performing the work as required. The COUNTY may require the CONTRACTOR to remove any employee it deems unacceptable. All employees of the CONTRACTOR may be required to wear appropriate identification.

6.34 Retaining Other Contractors. Nothing in this Agreement will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement. Nothing in this Agreement will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

6.35 Minimum Wage. The wage rate paid to all laborers, mechanics, and apprentices employed by the CONTRACTOR for the work under the Agreement may not be less than the prevailing wage rates for similar classifications of work as established by the Federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher

6.36 Price Redeterminations. Omitted.

6.37 Fraud, misrepresentation, and material misstatements. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.38 Right to Audit. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. The CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>, whichever is longer. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

A. If the CONTRACTOR provides technology services, the CONTRACTOR must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONTRACTOR'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONTRACTOR.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit must be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONTRACTOR'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY'S audit findings to the CONTRACTOR.

This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the CONTRACTOR in performance of any work under this Agreement.

6.39 Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR will maintain the files and papers for not less than five (5) complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONTRACTOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY.

B. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR will comply with the Florida Public Records' laws, and will:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.
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 provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of this Agreement, 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 service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR

will meet all applicable 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 information technology systems of the COUNTY.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies, a copy of which can be found at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>. If CONTRACTOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONTRACTOR shall continue to maintain all service records until final resolution of the dispute or litigation.

6.40 Confidential and/or Exempt Information. CONTRACTOR must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Service. Upon completion of the Service, CONTRACTOR will return to COUNTY all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. CONTRACTOR will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed.

6.41 Copyrights. Any copyright derived from this Agreement will belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in its best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable will be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

The COUNTY owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. Use of any COUNTY Intellectual Property requires express written consent from the COUNTY.

6.42 Sovereign Immunity. COUNTY expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of COUNTY beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against COUNTY, which would otherwise be barred under the law.

6.43 Compliance with Federal Standards. All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

6.44 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so Incurred.

6.45 Claims and Disputes.

A. Claims by the CONTRACTOR must be made in writing to the COUNTY within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or the CONTRACTOR will be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled “Changes in the Scope of Services.”

B. The CONTRACTOR shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

C. Claims by the CONTRACTOR will be resolved in the following manner: (1) Upon receiving the claim and supporting data, the COUNTY will within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. The CONTRACTOR will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the Parties and each party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, the CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

D. Claims by the COUNTY against the CONTRACTOR must be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data will be submitted to the CONTRACTOR. All claims will be priced in accordance with the provisions of the section in this document entitled “Changes in the Scope of Services.” The

CONTRACTOR shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY may submit the matter to mediation as set forth above.

E. Arbitration will not be considered as a means of dispute resolution.

F. **NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME MAY BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR will receive no damages for delay. However, this provision will not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the COUNTY. Otherwise, the CONTRACTOR will be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

6.46 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services under this Agreement, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

6.47 Public Entity Crimes. Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6.48 Florida Convicted/Suspended Vendor Lists. By executing this Agreement CONTRACTOR affirms that it is not currently listed on the Florida Department of Management Services Convicted Vendor (Section 287.133, Florida Statutes) or Suspended Vendor (Section 287.1351, Florida Statutes) Lists.

6.49 Discriminatory Vendor List (State funded projects). As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By entering into this Agreement, CONTRACTOR affirms that CONTRACTOR is not on the Discriminatory Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

6.50 Antitrust Violator Vendor List (State funded projects). As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not

submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, CONTRACTOR affirms that CONTRACTOR is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.

6.51 Foreign gifts and contracts. Pursuant to Section 286.101, Florida Statutes, CONTRACTOR shall disclose to the COUNTY any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONTRACTOR'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. The COUNTY may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONTRACTOR shall provide the required records within thirty (30) days of the COUNTY making such request, or at a later time as agreed to by the Parties.

6.52 Contracting with foreign entities of concern. Pursuant to Section 287.138, Florida Statutes, for contracts where CONTRACTOR may have access to personal identifying information, CONTRACTOR certifies to the COUNTY by submitting its bid that (1) CONTRACTOR is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in CONTRACTOR; and (3) CONTRACTOR is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

6.53 Social, political, or ideological interests. Per Section 287.05701, Florida Statutes, the COUNTY will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

6.54 Compliance with Human Trafficking Laws. Per Section 787.06, Florida Statutes, the Florida Legislature has enacted laws to prevent and prosecute human trafficking. CONTRACTOR agrees to comply with laws related to human trafficking and has provided the COUNTY with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with human trafficking laws.

6.55 Certification Regarding Scrutinized Companies. By executing this Agreement, CONTRACTOR hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may

subject it to civil penalties, attorneys' fees, and costs. CONTRACTOR further understands that any contract with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONTRACTOR is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

CONTRACTOR, by entering this Agreement, hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONTRACTOR further understands that any contract with the COUNTY for goods or services of \$1 million or more may be terminated at the option of the COUNTY if the CONTRACTOR is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

6.56 Anti-Trafficking Related Activities. The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit CONTRACTOR, CONTRACTOR employees, and their agents from:

- A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;
- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

ARTICLE 7. MISCELLANEOUS PROVISIONS.

7.1 Governing Law, Venue, and Waiver of Jury Trial. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. THE CONTRACTOR, BY ENTERING INTO THIS AGREEMENT, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

7.2 Captions. The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

7.3 This Agreement will be binding upon and will inure to the benefit of each of the Parties and of their respective successors and permitted assigns.

7.4 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties.

7.5 No Waiver. The failure of any party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

7.6 Civil Rights Act. During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the CONTRACTOR'S employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.7 Compliance with Applicable Laws. The CONTRACTOR must at all times comply with all Federal, State and local laws, rules and regulations.

7.8 Construction of Agreement. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

7.9 Severability. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement must be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.10 Notices. Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to CONTRACTOR:

Vector Media Holding Corp.
845 Third Avenue, 14th Floor
New York, New York 10022

If to COUNTY:

Lake County Manager
315 West Main Street
P.O. Box 7800
Tavares, Florida, 32778

With a Copy to:

Lake County Attorney
315 West Main Street, Suite 335
P.O. Box 7800
Tavares, Florida 32778

Each party may change its mailing address by giving to the other party, by hand delivery, United States registered or certified mail, notice of election to change such address.

ARTICLE 8. SCOPE OF AGREEMENT.

8.1 This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement will need to be added via written addendum.

8.2 This Agreement includes the following exhibits, all of which are incorporated in this Agreement:

Exhibit A (Composite).....Scope of Services, Addenda, Submittal Forms, Contractor's
Proposal (48 pages).
Exhibit BAsset Inventory (4 pages).
Exhibit CAdvertising Standards (1 page).
Exhibit D.....FDOT Funded Public Transit Advertising Restrictions (5 pages).
Exhibit EInsurance Requirements (2 pages).

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman; and by the CONTRACTOR through its duly authorized representative.

CONTRACTOR

VECTOR MEDIA HOLDING CORP.

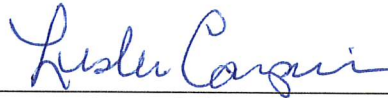


Chad Silver, Chief Executive Officer

This 11th day of July, 2025.

COUNTY

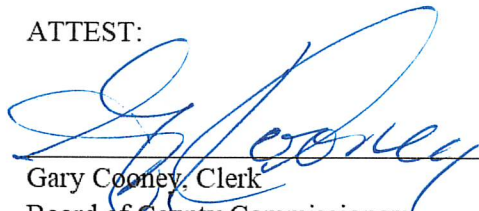
LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

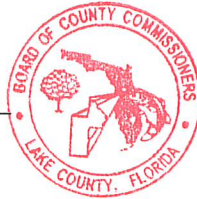


Leslie Campione, Chairman

This 13th day of August, 2025.

ATTEST:


Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida



Approved as to form and legality:

mmars 8/13/25
Melanie Marsh
County Attorney

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.

- 1.1. 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.
- 1.2. 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.
- 1.3. 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.
- 1.4. 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.

2. 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.

3. CONTRACTOR RESPONSIBILITIES

Contractor shall be responsible for:

- 3.1. All professional services necessary to sell advertising.
- 3.2. Production services of all signs, appliques, placards, and displays.
- 3.3. Services and personnel to change, replace, and clean advertising signs, appliques, placards, and displays.
- 3.4. Removal of window film within forty-eight (48) hours when reported by Lake County Transit that window film is damaged.
- 3.5. Provide durable advertising signs, appliques, placards, and displays produced utilizing processes subject to the approval of Lake County Transit.
- 3.6. 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.
- 3.7. 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.
- 3.8. 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).
- 3.9. Providing revenue to Lake County Transit in exchange for the exercise of the Contractor's rights under the advertising Contract.
- 3.10. Provide unsold Lake County Transit's fleet advertising inventory services as submitted in Attachment 1 – Bid Submittal Form.
- 3.11. Replace or remove advertising campaigns within fourteen (14) calendar days of expiration.
- 3.12. 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.
- 3.13. 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.
- 3.14. Vehicles and buses may be off-line for no more than two (2) days for wrapping or repairs.
- 3.15. Professionally perform all services and following the aesthetic standards prescribed by Lake County Transit.
- 3.16. Accept only such advertising that comports with community standards and is acceptable to Lake County Transit.
- 3.17. Install and remove the interior advertising card program at the Lake County Transit Facility. Interior advertising shall be 11" x 17" card stock quality.
- 3.18. 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.

TRANSIT ADVERTISING

- 3.19. 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.
- 3.20. 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.
- 3.21. 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.
- 3.22. 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.
- 3.23. Determine the size and location of advertising racks.
- 3.24. Pay the MAG in twelve (12) equal monthly installments. Payments shall be made by the tenth (10th) calendar day of each month.
 - 3.24.1. 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.
 - 3.24.2. 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.
- 3.25. Supply the County with an annual report by vehicle and size substantiating revenues that exceed the MAG.

4. COUNTY RESPONSIBILITIES

- 4.1. Supply, install, maintain, and replace any existing interior advertising frames and related hardware on the LakeXpress fleet
- 4.2. 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

TRANSIT ADVERTISING

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.

- 4.3. Allowing wrapping at the Lake County Transit Facility located at 560 East Burleigh Boulevard, Tavares, Florida 32778.
- 4.4. 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.
- 4.5. Review and approve or disallow advertising before executing any contracts between the Contractor and advertisers.

5. COMPLIANCE WITH FEDERAL TRANSIT ADMINISTRATION REGULATIONS

- 5.1. 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

6. 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 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.

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The undersigned hereby declares: Vector Media Holding Corp has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with County, and to provide **TRANSIT ADVERTISING** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the first day of the next calendar month after approval by the authorized authority. Contract remains in effect until completion of the expressed and implied warranty periods. County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 MINIMUM ANNUAL GUARANTEE (MAG):

Year 1: \$120,000 **Year 4:** \$130,000

Year 2: \$120,000 **Year 5:** \$130,000

Year 3: \$120,000

Vector Media will pay the greater amount of the MAG and 50% revenue share of annual advertising sales.

The County encourages revenues offered in addition to the MAG.

3.0 MINIMUM PERCENTAGE OF SPACE ALLOTTED FOR PROMOTING LAKE COUNTY BOARD OF COUNTY COMMISSIONERS' INTERESTS:

Percentage: 5% Describe in greater detail in proposed solution.

4.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

5.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

6.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. [Click or tap here to enter text.](#)

7.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by Contractor at no additional cost to County. Vendor will comply with Florida Statutes regarding background investigations. County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation

of this requirement. Contractor shall indemnify County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

8.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) [Choose an item.](#) [Choose an item.](#)
and enter OSD Certification Number [Click or tap here to enter text.](#)
and enter effective date [Click or tap to enter a date.](#) to date [Click or tap to enter a date.](#)

9.0 ANTITRUST VIOLATOR VENDOR LISTS

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

10.0 FEDERAL FUNDING REQUIREMENT – N/A

11.0 LOCAL VENDOR PREFERENCE – N/A

12.0 GENERAL VENDOR INFORMATION

Firm Name: Vector Media Holding Corp
Street Address: 845 Third Avenue FL 14
City: New York State and ZIP Code: NY 10022
Mailing Address (if different): [Click or tap here to enter text.](#)
Telephone: 646-263-2300
Purchase Order Email Address: silver@vectormedia.com
Federal Identification Number / TIN: 81-4079466

13.0 SUBMITTAL SIGNATURE

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Chad Silver*

Date: 4/23/2025

Print Name: Chad Silver

Title: CEO

Primary E-mail Address: silver@vectormedia.com

Secondary E-mail Address: [Click or tap here to enter text.](#)

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.



RFP Response

SOLICITATION NO 25-525, TRANSIT ADVERTISING



INTRODUCTION & FIRM PROFILE

LakeXpress, Florida - Office of Procurement
315 W. Main St, Suite 416
Tavares, FL 32778
Attn: Gretchen Bechtel, CPPB, Contracting Officer II

Ms. Bechtel,

I am pleased to submit Vector Media's proposal to Lake County, FL (LakeXpress) in response to RFP 25-525 (Transit Advertising) on behalf of myself and our dedicated transit advertising team.

Over the past 25 years, we've built one of the largest transit media networks in the country, with more than 35 transit authority partnerships and over 5,000 transit vehicles in 50 U.S. markets. Underlying our success is our dedicated focus on transit advertising and delivering for each of our transit partners.

At our core, Vector is in the business of partnership. We are partners to our clients, to our vendors, and most importantly to the cities and transit authorities who entrust us with their assets. This philosophy shapes Vector's culture, fuels our mission, and serves as the foundation for everything we do. Being an excellent partner means showing up with accountability, trust, and a willingness to work together to achieve common goals. It's not just what we do; *it's who we are.*

The greatest indication of our ability to succeed in Lake County lies in our experience with public transit contracts in similar and nearby markets. Our thriving partnerships in Orlando (LYNX), Tampa (HART), Broward County Transit (BCT), Jacksonville (JTA) and most importantly, with LakeXpress since 2019, highlight our capabilities managing and growing partnerships with large transit platforms in large markets highlight our local expertise and commitment to excellence.

Transit advertising is evolving, from innovative methods for tracking campaign performance to new possibilities for ad placements. These emerging technologies, coupled with deep industry knowledge, can unlock untapped revenue for LakeXpress and a better experience for its ridership. Vector Media has been at the forefront of technological innovation and is uniquely equipped to leverage these opportunities on behalf of LakeXpress. As the nation's leading transit-focused advertising company, we are equipped to elevate LakeXpress's advertising program to new heights.

A 2009 study by the Transit Cooperative Research Program (TCRP) found that a dedicated effort to a transit agency's advertising program, without competing assets in the same market, is necessary for an OOH operator to effectively maximize revenues by not losing focus on its program or split ad buys between other assets. In Lake County, LakeXpress will be our primary focus each and every day we go to work.

In the following pages, you'll find a summary of our journey as a company and the unique approach we've developed over 25 years of operation. You'll also learn about our experience in markets similar to LakeXpress's, with comparable scopes of work; the strengths of our talented staff members and subcontractors; how we will continue to successfully sell LakeXpress's buses generate higher revenues than ever, all while providing strategic value-adds to your brand and initiatives.

By the end of this proposal, we hope that you will share our excitement about what this program can achieve for LakeXpress, and the greater Lake County community, with Vector as your transit advertising partner.

Regards,

A handwritten signature in black ink, appearing to be "CS" with a stylized flourish.

Chad Silver
Chief Executive Officer

THE VECTOR MEDIA STORY

How We Became Obsessed With Transit Advertising

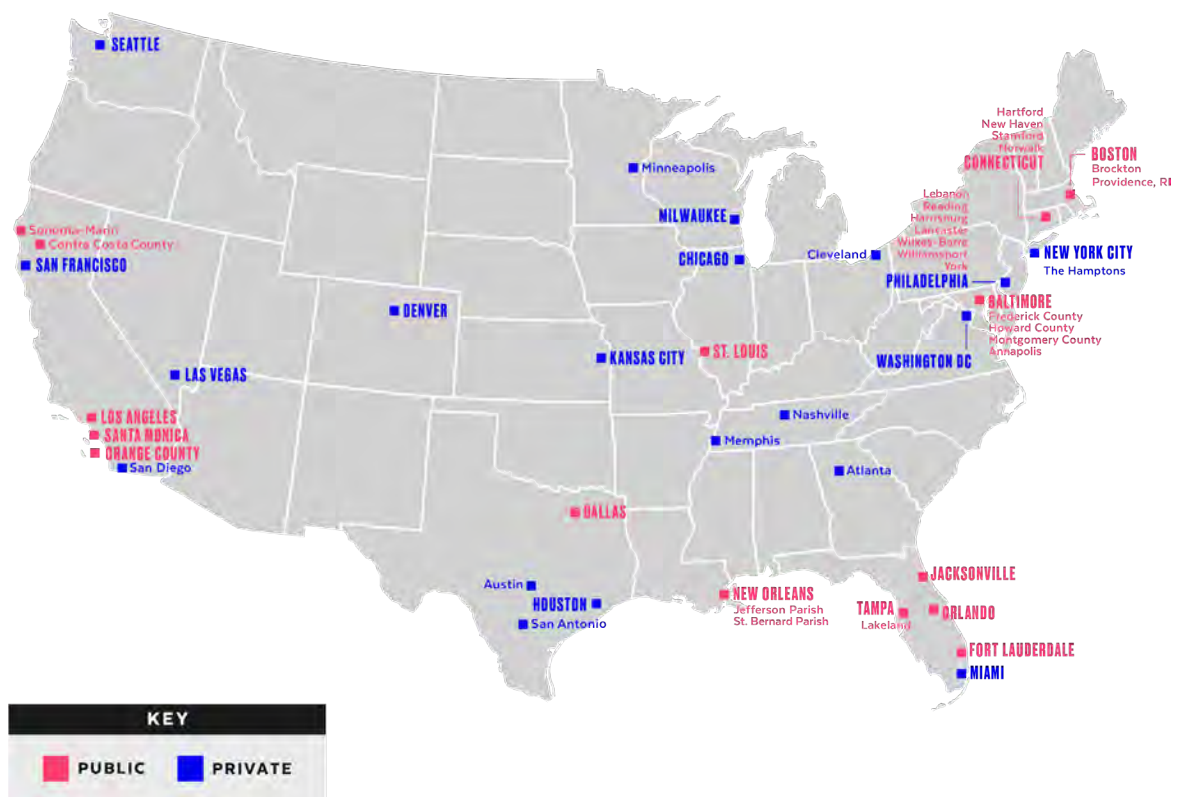
Back in 1998, when Vector Media launched with just four billboards in New York City, we were an outdoor advertising company, but we hadn't yet found our calling. That changed in 2005, when we were awarded the contract for Las Vegas's transit system. It was at that point that we saw the massive untapped potential of transit advertising and made it our mission to unlock it.

So we went all in.

From that day forward, transit advertising became our primary focus. Over the next 18 years, we expanded our transit footprint into 50 markets, adding 30 municipal partnerships. Our inventory now includes 5,000 buses, 800 paratransit vehicles, 8,000 transit shelter panels, 600 rail cars, and 150 kiosks. We maintain the U.S.'s largest transit media network by number of markets and employ over 165 people nationwide, all being dedicated to transit advertising.

Today, we are 100% dedicated to transit media.

We are true believers, not only in the value of transit advertising but in the ability of public transportation to transform and empower communities, and we are proud of our role in helping to fuel that empowerment. And it's our hope that we'll be able to share our passion, expertise, and creativity in partnership with LakeXpress.



Transit Experience

We are proud of the work we have done on behalf of our public transit partners across the country. The longevity of our partnerships (as indicated below in the years we began working with each) and the new partners we have begun working with in recent years is a testament of our work and our partners' confidence in Vector Media.

1996-2010



2011-2014



JACKSONVILLE
TRANSPORTATION
AUTHORITY



2015-2019



2020-2025



THE VECTOR DIFFERENCE

What Sets Us Apart

01 DECADES OF EXPERIENCE

Between nearly two decades of transit specialization and 30+ public transit partnerships, we know what it takes to develop and execute a transit advertising program that drives results. LakeXpress's assets and footprint have laid the foundation for success; our experience will continue to enable you to realize your full potential.

02 UNCOMPROMISED FOCUS ON TRANSIT

Our expertise and singular focus on transit will enable us to generate greater revenue for LakeXpress by positioning LakeXpress's inventory against billboards and other OOH displays—rather than packaging them into buys, which usually results in transit getting undervalued.

Successfully maximizing transit revenues means selling the unique value of transit advertising over other outdoor media forms, and nobody is in a better position than Vector to do so. LakeXpress deserves a team solely dedicated to its mission and not compromised by other formats in the same market that may offer better margins and are, thus, incentivized to sell over LakeXpress's inventory.

03 A FRESH MULTI-CHANNEL SALES APPROACH

By blending a strong local team with national, brand-direct, and experiential teams, we generate outsized results. By way of example, after being awarded the Big Blue Bus contract in Santa Monica over Intersection in 2020, we immediately and dramatically exceeded historical revenues in the contract's first year—despite a global pandemic. In our second year, we increased revenues by an additional 87%.

Our local sales efforts will also be supplemented by regional sales imported from our local account executives throughout Florida and national account executives across the country.

04 TRANSPARENT COMMUNICATION

Developing a highly successful transit media program is a collaborative effort. Together, we'll identify key performance indicators ("KPIs") to track our performance and schedule regular meetings to review progress towards those KPI's.

05 COMMITMENT TO COMMUNITY

At Vector, we always hire local sales reps with strong community ties and will continue that in Lake County. This deepens relationships with our transit partners and local advertisers, leading to higher and more consistent annual revenues. Additionally, we provide a work environment that allows our team members to thrive: personally and professionally. The average tenure of our local sales members is 12+ years.

COMPARABLE EXPERIENCE

Building on Our Success

Every market and transit advertising program is unique in its own right. Still, there are many familiar elements between LakeXpress’s advertising program and others where we have had great success. Before we outline our plans to manage the scope of work included in this contract, we feel that it’s important that LakeXpress has a better understanding of our experience in similar markets, which forms the basis for our plans. From staffing requirements to sales strategy to operational efficiencies, we understand what it takes to maximize LakeXpress’s transit advertising program.

We have successfully operated transit advertising programs with a similar scope of work and with similar-sized coverage areas, including Orlando (LYNX), New Orleans (RTA), and Santa Monica (Big Blue Bus)..

MARKET	TRANSIT AUTHORITY	INVENTORY AVAILABLE FOR ADVERTISING
New Orleans, LA	New Orleans Regional Transit Authority	Buses: 100 Streetcars: 38 Shelter Faces: 500
Orlando, FL	LYNX	Buses: 367 Shelters: 232 Paratransit: 150 Station Dominations: 1
Santa Monica, CA	Big Blue Bus	Buses: 247



LYNX | ORLANDO, FLORIDA

START DATE

1/1/2012

SCOPE OF WORK

Shelter Faces: 232

Buses: 367

2024 REVENUES

\$6,179,734

CONTACT

Matt Friedman
455 N. Garland Ave.
Orlando, FL 32801
(407) 254-6206
mfriedman@golynx.com

APPROACH

Upon being awarded the contract with LYNX in 2012, Vector personnel quickly identified key areas for improvement and began maximizing the revenue generated by the existing inventory. Our strategy was three-fold: 1) emphasize large, high-impact signature displays, 2) develop a station domination program, and 3) design and implement a street-level kiosk program.

RESULTS

Our work resulted in unprecedented levels of revenue for LYNX. Prior to Covid, we had quadrupled annual sales from \$1.5 million to over \$8 million annually. These results are reached with 4 local account executives each generating on average \$1.5m per year, with national sales adding the rest.

In December 2021, LYNX extended our contract for 6 years as a result of our work.



October 31, 2022

To Whom It May Concern:

We are happy to provide this letter of recommendation for Vector Media, They have been operating the transit advertising program for LYNX since 2011. Vector has continued to be an invaluable partner for us. As a result, earlier this year we decided to extend our contract for another five years through 2026.

As our partner, Vector has consistently produced despite unprecedented challenges. Their dedication to transit advertising and ability to build strong local sales teams sets them apart from other OOH operators. Working with their team in Orlando has been a wonderful experience and I understand that the same professionalism can be expected of all Vector teams in markets across the country.

Vector has continued growing revenues on our behalf, including a 25% increase in sales in the last year alone.

We happily recommend Vector Media to anyone considering them as a transit advertising partner and would welcome the opportunity to discuss if it may help.

Sincerely

Matthew P. Friedman
Director of Marketing Communications
mfriedman@golynx.com
407-254-6206



REGIONAL TRANSIT AUTHORITY | NEW ORLEANS, LA

START DATE

4/18/2008

SCOPE OF WORK

Buses: 100

Streetcars: 38

Bus Shelter Faces: 500

CONTACT

Angelle Boutte

2817 Canal Street

New Orleans, LA 70119

(504) 827-8405

ayoung@rtaforward.org

APPROACH

In 2008, the Transit Shelter Advertising contract for the New Orleans Regional Transit Authority was awarded to the New Orleans Team after Hurricane Katrina devastated the entire transit shelter program. The team successfully constructed and maintained over 250 Transit Advertising Shelters, approximately 90 non-advertising shelters, 30 information way-finding kiosks, and eight advertising kiosks. Additionally, after rebuilding the shelter plant, we were granted the Transit and Streetcar Advertising Contract.

The New Orleans Team, with over 75 years of combined experience in transit advertising, takes pride in fostering close relationships with local businesses and non-profits. They strive to optimize the marketing budgets of small and large businesses while helping each maintain prominent visibility throughout the Market.

RESULTS

The majority of our advertisers hold annual contracts with an annual renewal rate of over 90 percent. Our strategy for maximizing profits on transit authority assets involves selling a mixture of large and small formats, leading to a 20 percent increase in revenue from 2021 to 2022.



BIG BLUE BUS | SANTA MONICA, CA

START DATE

1/1/2020

SCOPE OF WORK

247 Buses

2024 REVENUES

\$4,805,667

CONTACT

Eric O'Connor
1444 4th St
Santa Monica, CA 90401
(310) 458-1975, Ext 5823
eric.oconnor@santamonica.gov

APPROACH

We were awarded the contract for Big Blue Bus in Santa Monica which commenced January 1, 2020. Prior to our engagement, Intersection Media was responsible for national advertising sales while the City managed local sales.

Despite being located within the Los Angeles DMA, we discovered that national advertisers often overlooked Santa Monica. Through our multi-channel sales approach, Vector's national sales team launched a strategic outreach to the Top 20 national ad agencies, elevating Santa Monica's unique position in reaching the LA market. At the same time, we implemented our local sales strategy by hiring experienced local sales talent to focus on long-term commitments from local businesses, such as Hospital Systems, to balance out the intermittent national demand.

RESULTS

In our first year as their partner, despite the advertising recession caused by global pandemic, we exceeded total sales revenues from the prior year. In 2021, we grew revenues by 87% while transit advertising revenues across the country were down over 60%.

As a result of our success, we were awarded a new contract beginning January 1, 2025.



City of
Santa Monica™

January 16, 2025

To Whom It May Concern:

We are happy to provide this letter of recommendation for Vector Media. They have been operating our transit advertising program for the last five years since January 2020. Last year, the Department published an RFP for the same program and Vector Media was selected as the preferred vendor and was awarded a new contract in December 2024.

Vector's operations and sales teams have been professional, reliable, responsive, and have consistently produced from a revenue aspect while maintaining strong adherence to the Department's design and advertising guidelines. They have demonstrated to have experience to produce sales on national accounts as well as driving sales in the local markets. Working with Vector Media has been a good experience, and we would recommend them to any agency that is looking for an advertising partner.

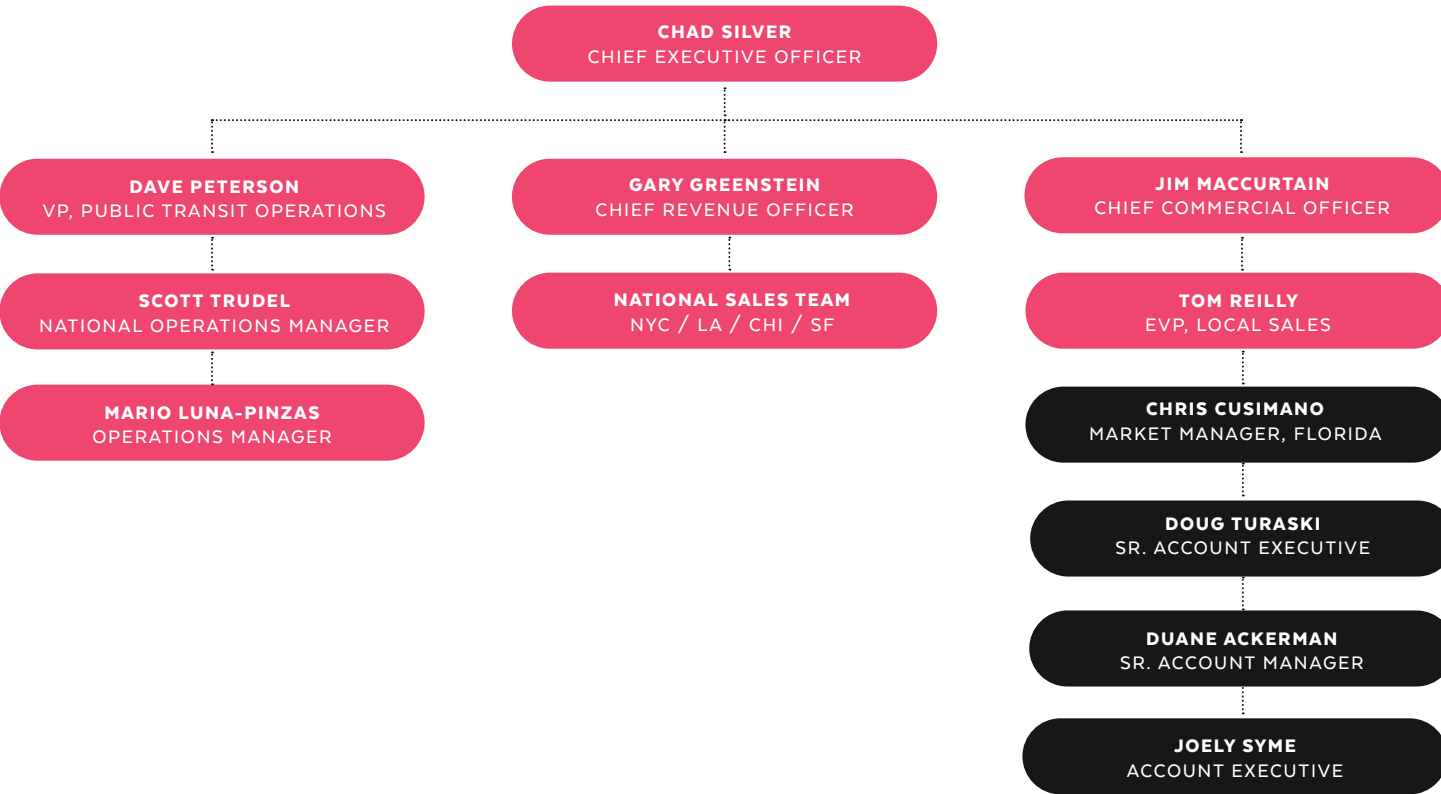
Sincerely,

Eric O'Connor
Assistant Director
Department of Transportation

ORGANIZATION CHART

Included in this section is a summary of current Vector personnel, as well those roles to be hired that will have the most consistent direct contact with LakeXpress during this process and following the awarding of the contract.

While Vector employs over 165 team members, the individuals included below are tasked with executing on the strategies necessary for the successful implementation of the LakeXpress advertising program.



- EXECUTIVE TEAM
- LAKEXPRESS DEDICATED TEAM

KEY PERSONNEL



TOM REILLY
EVP, LOCAL SALES

Tom recently joined Vector in July 2024 and serves as our EVP, Public Transit Sales. Throughout his career, he has developed and led successful media sales teams in fast paced, start-up environments as well as ongoing business enterprises. His sales career experience includes traditional media (newspapers) as well as successful start-ups in digital, radio, shopper publishing, out-of-home, and cinema advertising for privately and publicly traded companies. Tom was also responsible for the successful direction of Lake County sales of all the cinema advertising assets for AMC, Regal and Cinemark theatres in Lake County market for over 18 years.

Tom will oversee Jeff's leadership of the local sales team and develop strategies to maximize revenues on behalf of LakeXpress.



CHRIS CUSIMANO
REGIONAL MANAGER

Chris joined Vector as the Southeast Regional Manager for the Florida Region and brings over 35 years of experience in outdoor advertising and media. A lifelong Florida resident, Chris was born and raised in Neptune Beach, FL, and has built his career in billboard, radio, and transit advertising sales, along with five years of experience as a media buyer. For the past 20 years, Chris has specialized in transit advertising sales and management. His expertise includes overseeing transit advertising inventories to maximize revenue potential, identifying new revenue opportunities, and working closely with transit authorities to support their own marketing and branding efforts. His deep understanding of the Florida transit landscape and collaborative approach make him a valuable asset to both Vector and our transit partners.



JOELY SYME
ACCOUNT EXECUTIVE

Joely Price Syme joined Vector Media in November 2024 and proudly represents the Central Florida Market. With a robust background in enterprise sales, digital innovation, and strategic partnerships, she has consistently delivered exceptional revenue growth and expanded brand presence across a broad range of media platforms—including print, television, radio, out-of-home, and experiential marketing.

Joely brings over 15 years of proven leadership and extensive management experience, having built and led high-performing sales teams in both startup and established environments. Her career is marked by leading multi-million-dollar campaigns, launching influencer-driven initiatives, and driving year-over-year market share growth through a consultative, data-driven approach.

At Vector, Joely blends strategic insight with a genuine passion for relationship-building, championing innovative, localized advertising solutions that fuel client success and community impact.

KEY PERSONNEL



DOUG TURASKY
SENIOR ACCOUNT
EXECUTIVE

Doug has been with Vector Media since 2018 and serves as a Senior Account Executive based in the Orlando market. He brings 20 years of transit advertising experience, beginning in operations where he managed ad installations across several major Florida counties. He transitioned into sales in 2012 and has since sold transit advertising solutions in Orlando and multiple cities nationwide. Doug's sales background also includes radio, telecommunications, and internet services. He will support the LakeXpress program with his industry knowledge and proven success in transit media sales.



DUANE ACKERMAN
SENIOR ACCOUNT
MANAGER

Duane has been with Vector Media since 2018 and brings 22 years of experience in the transit advertising industry. He currently serves as a Senior Sales Executive based in Orlando, covering the Central Florida region, including Lake County. Duane has built strong relationships with local businesses throughout Lake County and has been a trusted partner to many of the area's advertisers for several years. His deep market knowledge and long-standing presence in the region make him a key asset in supporting the success of the LakeXpress advertising program.

EXECUTIVE TEAM



CHAD SILVER
CHIEF EXECUTIVE OFFICER

As CEO, Chad provides strategic leadership and vision for the entire organization, defining and driving Vector's long-term growth strategy, ensuring alignment with industry trends and emerging opportunities in transit advertising, digital OOH, and data-driven marketing.

Chad has been with Vector Media since 2008. Prior to becoming CEO, Chad served as COO for seven years, and SVP/General Counsel for three years, managing the company's day-to-day operations, developing new processes and strategies to increase efficiency and overseeing key operations and strategic growth initiatives.



DAVE PETERSON
VP, PUBLIC TRANSIT
OPERATIONS

Dave has worked in OOH since 2009, managing production and creative services across markets. He works directly with local operations staff, subcontractors, and vendors to ensure that all signage is manufactured and applied according to the highest industry standards. His knowledge and experience will be an asset managing the local operations team in Lake County.



GARY GREENSTEIN
CHIEF REVENUE OFFICER

Gary's OOH career began 25 years ago in the London office of TDI (now Outfront Media), and with over 25 years of experience, he's become a well-recognized thought leader in the industry. Gary has worked at Vector since its founding and now manages Vector's National Sales team. He will put his experience into practice developing the national sales and marketing strategy for the LakeXpress advertising program.



TINA PADILLA
SR. DIRECTOR OF
PRODUCTION SERVICES

Tina's watchful eye ensures that the artwork for Vector Media campaigns matches our high standards and the needs of our clients. Managing production for all in-house printed ads and coordinating client-print ads, as well as overseeing digital content trafficking teams, she makes sure that Vector implements swift and efficient timelines. Since joining Vector's Operations team in 2015, she has continued to find ways to optimally execute projects.

EXECUTIVE TEAM



RIMA GREENE
DIRECTOR OF HUMAN
RESOURCES

As Director of HR, Rima manages Vector Media’s HR functions inclusive of recruitment, onboarding, benefits, compliance, performance management, employee engagement, system implementations, policy recommendations, business partnership, payroll, training, and development. Rima’s prior background spans the retail, non-profit, and healthcare industries at a national scale. With her diverse industry experience, she is a master in fostering workplace cultures built on clear communication, collaboration, and results-driven accountability. Rima is a key organizational driver in continuous improvement initiatives that result in a spirit of teamwork and excellence across the company. She will be responsible for facilitating the hiring and onboarding process for the Lake County team.



MARC BORZYKOWSKI
EXECUTIVE CHAIRMAN

As Executive Chairman, Marc focuses his efforts on managing the company’s media portfolio and partnerships, ensuring Vector’s municipal partners are well served. He began his career at Vector in 2005, developing new media opportunities and inventory partnerships, and later served as General Counsel, Chief Operating Officer, and Chief Executive Officer where he oversaw the expansion of Vector’s media platform. In January of 2025, Vector launched its digital bus shelter network in Los Angeles.



DAN DORATO-HANKINS
CHIEF TECHNOLOGY OFFICER

Dan brings over 20 years of experience to the table, with firsthand experience of the rise of technology within the OOH industry. Recognized by industry peers for his achievements, he’s implemented cutting-edge systems to establish tech-first business processes, used data and predictive analytics to manage the complexities of moving media, and developed advanced tools to maximize value and marketability for partners.

ATTACHMENT 2 – REFERENCES FORM

25-525

Submit a minimum of three verifiable references for projects completed within five years similar in magnitude to the Solicitation. LIST no more than two LAKE COUNTY GOVERNMENT PROJECTS (past, current, prime, and subcontractor) FIRST. No FDOT references.

Vector Media Holding Corp

PROJECT NAME: Central Florida Regional Transportation Authority

Agency: LYNX

Address: 455 N. Garland Ave.

City, State, Zip code: Orlando, FL 32801

Contact Person: Matt Friedman

Title: Director of Marketing Communications

Email: mfriedman@golynx.com

Telephone: 407-354-6206

Project Cost: \$2,600,000

Contract Start and End Dates: 1/1/2012- On going

SCOPE of Project (list tasks, outlines or descriptions of items): Transit Advertising

PROJECT NAME: New Orleans Regional Transit Authority

Agency: RTA

Address: 2817 Canal Street

City, State, Zip code: New Orleans, LA 70119

Contact Person: Angelle Boutte

Title: Marketing Director

Email: ayoun@rtaforward.org

Telephone: 504-827-8405

Project Cost: \$750,000

Contract Start and End Dates: 4/18/2008 – On going

SCOPE of Project (list tasks, outlines or descriptions of items): Transit Advertising

PROJECT NAME: Santa Monica's Big Blue Bus

Agency: Big Blue Bus

Address: 1444 4th St

City, State, Zip code: Santa Monica, CA 90401

Contact Person: Eric O'Connor

Title: Assistant Director of Transportation

Email: eric.oconnor@santamonica.gov

Telephone: 310-458-1975

Project Cost: \$3,000,000

Contract Start and End Dates: 1/1/2020 – On going

SCOPE of Project (list tasks, outlines or descriptions of items): Transit Advertising

COMPLETED ATTACHMENT 3- AFFIDAVIT, CONTRACTING WITH FOREIGN COUNTRIES OF CONCERN



AFFIDAVIT OF COMPLIANCE WITH §§ 287.138, 288.0071, AND 787.06, FLA. STAT. CONTRACTING WITH AND PROVIDING ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN, AND COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

Before me, the undersigned authority, personally appeared (Name of affiant) Chad Silver, who, after being firstduly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title) CEO of (Business Name) Vector Media Holding Corp which is authorized to conduct business in the State of Florida, hereinafter called the "Business."
2. *Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern:* I affirm that Business is not owned by a foreign country of concern, a does a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
3. *Prohibition on Providing Economic Incentives to Foreign Entities of Concern:* I affirm that Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.
4. *Compliance with Human Trafficking Laws:* I affirm that Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."
5. Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

Signed and Delivered on the 19th day of March, 2025.

BY:

Signature of Affiant

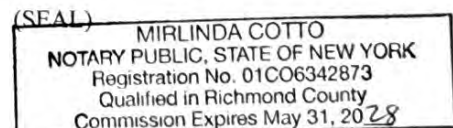
Chad Silver

Printed Name

STATE OF NEW YORK
COUNTY OF NEW YORK

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 19th day of March, 2025, by Chad Silver, who is ☒ personally known to me or ☐ has produced identification (type): _____.

(Notary Signature)





COMPLETED FORMS



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICITATION: Transit Advertising Services

04/07/2025

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

- Q1. Is there a preference for local Florida-based vendors?
A. Refer to Attachment 1 – Submittal – Section 11
- Q2. Are you open to digital integration components within the transit advertising program?
A. Refer to Exhibit A – Scope of Work – Section 3
- Q3. What is the current annual revenue generated from your transit advertising?
A. Refer to Exhibit A – Scope of Work – Section 1, paragraph 4
- Q4. There appears to be an inconsistency between the termination notice periods. Exhibit C – General Terms and Conditions references a 30-day notice, Exhibit H – Sample Contract indicates a 60- day notice. Please confirm the required notice period for termination for convenience.
A. Refer to Exhibit H – Revised Sample Contract.
- Q5. Exhibit D (Vehicle Inventory) indicates many paratransit vehicles are marked “No” under “Advertising Availability” while the Scope of Services implies advertising will be placed on both fixed-route and paratransit vehicles. Please clarify which paratransit vehicles will be made available for advertising under this contract.
A. Exhibit A – Scope of Work describes the current operating capacity with the asset inventory described in Exhibit D. Exhibit D – Vehicle Inventory is labeled according to each section for Fixed Route Vehicles (top) and for Paratransit Vehicles (bottom). Each asset has a yes or no indicating which asset has advertising availability.
- Q6. There is ambiguity in the RFP regarding exclusivity. Exhibit C (General Terms) references non-exclusivity, but neither the Scope of Services nor the Sample Contract explicitly addresses whether the awarded vendor will have exclusive rights. Please confirm whether the selected vendor will be granted exclusive rights to sell and place advertising on the County’s transit vehicles.
A. Refer to Exhibit A – Scope of Work, Section 4.4.
- Q7. The Sample Contract (Exhibit H) references "Attachment C – Pricing." No pricing form or structure is included in the RFP packet. Please confirm whether proposers are required to submit a specific pricing form, revenue share percentage, minimum annual guarantee, or other compensation model.

SIGNED ADDENDA

ADDENDUM NO. #1

25-525

A. Refer to Exhibit H – Revised Sample Contract.

ADDITIONAL INFORMATION

Exhibit H – Revised Sample Contract

ACKNOWLEDGEMENT

Firm Name: Vector Media Holding Corp

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Chad Silver*

Date: 4/10/2025

Print Name: Chad Silver

Title: CEO

Primary E-mail Address: silver@vectormedia.com

Secondary E-mail Address: Click or tap here to enter text.

The undersigned hereby declares: Vector Media Holding Corp has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with County, and to provide **TRANSIT ADVERTISING** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the first day of the next calendar month after approval by the authorized authority. Contract remains in effect until completion of the expressed and implied warranty periods. County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 MINIMUM ANNUAL GUARANTEE (MAG):

Year 1: \$120,000 **Year 4:** \$130,000

Year 2: \$120,000 **Year 5:** \$130,000

Year 3: \$120,000

Vector Media will pay the greater amount of the MAG and 50% revenue share of annual advertising sales.

The County encourages revenues offered in addition to the MAG.

3.0 MINIMUM PERCENTAGE OF SPACE ALLOTTED FOR PROMOTING LAKE COUNTY BOARD OF COUNTY COMMISSIONERS' INTERESTS:

Percentage: 5% Describe in greater detail in proposed solution.

4.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

5.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

6.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. [Click or tap here to enter text.](#)

7.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by Contractor at no additional cost to County. Vendor will comply with Florida Statutes regarding background investigations. County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation

of this requirement. Contractor shall indemnify County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

8.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) [Choose an item.](#) [Choose an item.](#)
and enter OSD Certification Number [Click or tap here to enter text.](#)
and enter effective date [Click or tap to enter a date.](#) to date [Click or tap to enter a date.](#)

9.0 ANTITRUST VIOLATOR VENDOR LISTS

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

10.0 FEDERAL FUNDING REQUIREMENT – N/A

11.0 LOCAL VENDOR PREFERENCE – N/A

12.0 GENERAL VENDOR INFORMATION

Firm Name: Vector Media Holding Corp
Street Address: 845 Third Avenue FL 14
City: New York State and ZIP Code: NY 10022
Mailing Address (if different): [Click or tap here to enter text.](#)
Telephone: 646-263-2300
Purchase Order Email Address: silver@vectormedia.com
Federal Identification Number / TIN: 81-4079466

13.0 SUBMITTAL SIGNATURE

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Chad Silver*

Date: 4/23/2025

Print Name: Chad Silver

Title: CEO

Primary E-mail Address: silver@vectormedia.com

Secondary E-mail Address: [Click or tap here to enter text.](#)

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

PROOF OF SUNBIZ.COM REGISTRATION

[Previous On List](#)[Next On List](#)[Return to List](#)

vector media

Search

No EventsNo Name History

Detail by Entity Name

Foreign Profit Corporation

VECTOR MEDIA HOLDING CORP.

Filing Information

Document Number

F17000000139

FEI/EIN Number

81-4079466

Date Filed

01/10/2017

State

DE

Status

ACTIVE

Principal Address

845 Third Ave

14th Floor

New York, NY 10022

Changed: 03/17/2025

Mailing Address

845 Third Ave

14th Floor

New York, NY 10022

Changed: 03/17/2025



PROPOSED SUBCONTRACTORS & JOINT VENTURES

SUBCONTRACTORS

ICON GRAPHICS PRINTING AND INSTALLATION PARTNER

Icon Graphics is a professional vinyl installation company based in Ormond Beach, Florida. The company is owned and operated by Anthony Thompson, who brings over 15 years of hands-on experience in the vinyl installation industry. Icon Graphics specializes in a variety of applications, including automotive, aquatic, bus, fleet, commercial, and residential projects.

The company services the entire state of Florida, with regular installations in areas such as Lakeland, Lake County, Orlando, and Jacksonville. Icon Graphics also offers out-of-state installation services upon request.

With a strong reputation for reliability, flexibility, and attention to detail, Icon Graphics is well-equipped to support a wide range of vinyl installation needs, regardless of project size or location.



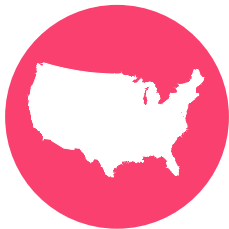
PROPOSED SOLUTION & WORK PLAN

OUR SALES APPROACH

Local Roots, National Reach



Establish Deep Local
Roots



Leverage Nationwide
Reach



Approach Brands Directly

Our sales approach is centered on building a foundation in local and regional sales, and uncovering new, untapped advertising budgets through national and brand-direct sales. In Lake County, LakeXpress will especially benefit from our sales teams throughout Florida, providing supplemental revenues that are likely untapped by the current operator.

This three-pronged strategy, combined with our 25 years of transit-focused experience, our ability to consistently hire and retain top-tier local talent, our data-driven tools for measuring campaign performance, and Vector’s renowned creativity around developing new revenue-generating assets for partners, has in large part driven Vector’s outsized success year after year. We look forward to developing new, creative formats throughout the entire service area, as we have done in other markets.

95%

RENEWAL RATE OF
LOCAL ADVERTISING
CONTRACTS DURING
COVID

75%

PUBLIC TRANSIT
REVENUE GENERATED
BY LOCAL SALES

~50%

% OF LOCAL SALES
SOLD AS ANNUAL
CONTRACTS

12

YRS AVERAGE
TENURE OF LOCAL
SALES PERSONNEL

\$68M

TRANSIT SALES
REVENUE BY
NATIONAL TEAM AND
BRAND-DIRECT IN
2024

12

YRS AVERAGE
TENURE OF
NATIONAL SALES
TEAM

LOCAL SALES PLAN

A Resilient Local and Regional Foundation

The pandemic shook the outdoor advertising industry in 2020. But through it all, we continued to outpace our peers. While transit advertisers faced downturns, we beat the industry sales average by 30% for four consecutive quarters. While advertisers slashed their budgets, 95% of our local sales partners renewed their contracts. And while the uncertainty caused by the pandemic impacted every OOH company, we weathered the storm.

How? By understanding that the foundation of a successful and sustainable transit advertising program is strong local sales. Across the country, 75% of our public transit revenues come from local sales, nearly half of which are sold as annual contracts. Signing advertisers to annual deals gives our team more time to seek new business opportunities to enhance revenues for our partners. In Lake County, a strong local client base supplemented by our existing regional clients in Lake County will be the foundation of our success—and **we have the record and experience to build it.**

ASSEMBLE THE RIGHT TALENT

We pride ourselves on attracting and retaining the industry's best talent. The average tenure of our local sales reps is 12 years. This has been key to helping us forge deeper relationships with our transit partners and the communities we serve. Chris Cusimano, our Southeast Regional Manager, leads our Florida transit advertising efforts with over 35 years of media experience and two decades specifically in transit advertising sales and management. His leadership and understanding of the Florida market, including working closely with transit authorities to drive revenue and support branding initiatives, make him uniquely qualified to guide our efforts in Lake County. He oversees a team of three account executives with a combined experience of 57 years, who will dedicate time to selling LakeXpress' buses.

ENGAGE WITH THE LOCAL BUSINESS COMMUNITY

Engagement is still the key to successfully establishing and building local business relationships. When business people see their account executive at a chamber of commerce meeting or engage with local service agencies, it helps foster trust. To establish our partnership and visibility within the Lake County business community, Vector recognizes the importance of establishing relationships and participation with and within vibrant

local business entities. Our relationships with local clients such as CarePlus, Crimeline, Humana, Orlando Family Medical, Orlando Health, Lake County Fair, Polk Museum of Art, Florida Department of Health in Lake County, BJ's Wholesale Club, Overeaters Anonymous Central Florida Intergroup, and SkyLight Roofing serve as strong examples of our ongoing commitment to engaging with and supporting the growth of local businesses in Lake County and the surrounding areas. .

CONDUCT TARGETED OUTREACH

Our team will identify and target local and regional businesses with a two-pronged approach - local businesses and verticals that benefit from market-wide coverage and businesses within a geographic radius of LakeXpress assets. We will assign focused territories to each sales team member that provide complete coverage of the LakeXpress service area. We will also focus on advertiser categories that have historically purchased transit OOH opportunities in other markets, as well as those who have bought from other OOH companies within Lake County and every agency in the market.

In summary, we will combine our team's knowledge of the metro area with a proven formula and insights that have led to our success elsewhere. We will leave no stone unturned to generate dramatically increased revenues from local and regional businesses.



LAKE COUNTY - BJ'S WHOLESALE CLUB



LAKE COUNTY - HUMANA



LAKE COUNTY - ORLANDO HEALTH



BALTIMORE, MD - PENNSYLVANIA TOURISM (RAIL WRAP AND STATION DISPLAYS)



TAMPA, FL - UNIVERSITY OF FLORIDA



DALLAS, TX - DALLAS MAVERICKS

NATIONAL SALES PLAN

Outperform with National & Multi-Channel Sales

LakeXpress's coverage area, combined with our Orlando and Tampa markets, offer an ideal opportunity for advertisers looking to reach a wider audience. By combining LakeXpress's current inventory of buses with our adjacent markets, we will continue to generate higher revenues for LakeXpress than have been experienced previously as we can offer marketwide coverage to our national bands and agencies.

LEVERAGE RELATIONSHIPS WITH TOP NATIONAL AGENCIES

Much like our local sales teams, our national account executives are experienced, top-tier sales professionals, who are deeply integrated into the advertising industry nationwide. Our national sales team members are based in cities across the country, including New York, Chicago, Los Angeles, and San Francisco. Thanks to this national reach, and our recently expanded presence in Los Angeles, we're consistently top of mind for the largest national agencies in the industry, and we plan to leverage this reach for LakeXpress.

Brand Direct sales represent 10% of all sales at Vector. Since the team's inception in 2018, it has generated over \$30 million in direct revenue from brands across industries, including consumer packaged goods, beauty and fashion, technology, cryptocurrency, healthcare, and wine and spirits. This is all revenue that, but for our Brand Direct Team, would likely not have been spent in OOH and would certainly not have been spent on our transit partners' assets.

FIND NEW BUDGETS WITH BRAND DIRECT SALES TEAMS

In addition to our national sales team, Vector is one of a small number of outdoor media companies with a highly successful brand direct team. Rather than working through advertising agency buyers, our Brand Direct team sells directly to national brands and build more lucrative campaigns.

As large portions of the economy have shifted away from legacy brands and toward newer direct-to-consumer ("DTC") and tech-enabled companies, brand direct has become an indispensable component of our business. Most of these emerging companies don't work with large advertising agencies and have only advertised in the digital world, allowing us to access untapped budgets for OOH.



BALTIMORE, MD - BOOST MOBILE



ORANGE COUNTY, CA - STRIPE



DALLAS, TX - HEINEKEN

Data-Driven Sales Effort

For years, transit advertising lagged behind traditional OOH advertising (billboards) due to a lack of reliable, measurable data on moving advertisements. At the same time, study after study has shown that the underperformance of transit advertising is unrelated to its value relative to other OOH. At Vector, it is our mission to repair this imbalance and we work with third-party partners to carefully weave data and research into every phase of the sales process—outreach, planning, and measurement/attribution—helping reverse misconceptions about transit advertising.



OUTREACH

By leveraging the analytics software Kantar, we track how much brands spend on every advertising medium within each market. Armed with information about who is spending what and where, we can better prospect for new business. For example, if we see a brand investing in TV advertising or billboards in Lake County, we can approach them about diversifying their marketing mix, while keeping their typical marketing campaign spend in mind.

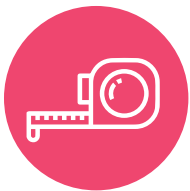


PLANNING

Advertisers and agencies trust Vector because of our consultative approach to understanding their campaigns' goals. We partner with two industry-leading data providers, Neustar and Geopath, to create a tailored strategy to maximize advertisers' spend.

With Neustar, we provide advertisers insight into their intended audiences. Specifically, we can project audiences based on thousands of behavioral attributes to help our clients better understand and reach their customers.

Geopath, meanwhile, is the industry authority on out-of-home advertising measurement. It helps buyers make more informed advertising purchases, and helps us build media plans according to our clients' impressions, reach, and frequency goals.



MEASUREMENT & ATTRIBUTION

After successful planning and activation, we provide deliverable, measurable results for our clients' campaigns. StreetMetrics is a transit-focused measurement and attribution partner that shows us real-time impressions for campaigns. What's more, when campaign goals include explicit, measurable outcomes such as increased website visits or footfall, we can work with StreetMetrics and other partners to provide attribution reporting to our clients. **Vector was the first OOH company to partner with StreetMetrics and our Chief Commercial Officer, Jim MacCurtain serves on its board of directors.** We provide a sample case study in the next page.

STORIES WE'VE TOLD / ADVENTHEALTH

AdventHealth's Verified Impressions Speak Volumes

CHALLENGE

In a competitive market, AdventHealth was on the hunt for an opportunity to dominate the city and out-shine their competition. At a time when the spotlight was on health care services and workers, AdventHealth needed to reach a diverse audience with a reliable, consistent presence to sustain a 12-month campaign.

VECTOR'S SOLUTION

There's only one out-of-home medium with the capability to achieve extensive market reach while also having the frequency to be seen repeatedly by consumers. Enter: Public Transit.

Orlando's LYNX network branches out from hubs downtown to Disney, and to all corners of the DMA.

With a healthy mix of high-impact Full Wraps on the downtown-focused LYMMO vehicles, plus steadfast posters on the wider transit network, AdventHealth built themselves a powerful presence, verified by StreetMetrics with real impressions metrics.



VECTOR MEDIA ADVENTHEALTH

WWW.VECTORMEDIA.COM 888.889.3830

STORIES WE'VE TOLD / ADVENTHEALTH

STREETMETRICS DATA OVERVIEW:

Campaign impression delivery exceeded expectation by 9%.

AdventHealth's Audience Report as verified by StreetMetrics revealed a total campaign delivery in excess of 289 million impressions, overdelivering on the expectations by 9% when compared to Geopath.

289M+

TOTAL VERIFIED IMPRESSIONS

\$3.97 CPM

COST PER THOUSAND IMPRESSIONS

DEMOGRAPHIC MIX:

- White 43%
- Hispanic 29%
- African American 22%
- Asian 4%

TOP AUDIENCE AFFINITIES:

- Fast foodie
- Casual diner
- Bargain hunter
- Business traveler



VECTOR MEDIA ADVENTHEALTH

WWW.VECTORMEDIA.COM 888.889.3830



CROSS-PROMOTIONS AND COMMUNITY MESSAGING

Promoting LakeXpress and Enhancing Rider Experience

While revenue generation is an important goal for our transit partners, we believe we have an additional responsibility - to promote our partners' initiatives, share community messages, and enhance the riders' experience.

As you can see in the photo above, we worked with Whataburger in Jacksonville to provide free rides to and from the Jacksonville Jaguar's game on JTA's "Game Day Express" bus. We have also found many other creative ways for brands to enhance ridership experiences. For instance, in Orlando, we worked with Chick-fil-A to offer free breakfast biscuits and rides to passengers at the LYNX Central Station. In Charlotte, we helped install Pepsi machines at transit stations. We will prioritize partnerships that promote LakeXpress and enhance the ridership experience.

We have also proudly helped our transit partners execute their own initiatives, like celebrating Martin Luther King Jr. Day, Pride Day, Transit Appreciation Day, and Earth Day. During the holiday season, we have spread cheer with illuminated buses in Tampa and Santa Monica, and promoted free ride initiatives. We look forward to working with LakeXpress to create and deploy new and similar campaigns.

Working alongside LakeXpress, we will also identify nonprofits throughout the community that may benefit from space on LakeXpress inventory. In other markets, we have worked with nonprofits to promote local arts and science museums, artwork created by local students, public libraries, voter registration initiatives, and more. We created a BookMobile campaign for the Las Vegas Public Library which brought books to citizens across the city. Engagement with these groups also creates opportunities to connect with the business leaders who serve on their boards and committees, deepening relationships and trust.



GENERATING BUZZ AND STRATEGIC CROSS-PROMOTIONS

As we have done for our partners across the country, we will collaborate with LakeXpress to develop creative campaigns that can generate positive headlines and promote LakeXpress initiatives.

Mastercard partnered with DART to offer a new money back incentive for card holders, where consumers can earn a \$2.50 statement credit for \$10 spent on public transit. In order to drive awareness for this promotion, Mastercard ran a 4 week OOH campaign across DART inclusive of bus exteriors, light rail wraps, and interior cards. Mastercard saw the value in their investment in public transit advertising after we provided them with survey data showing OOH ad messages for financial services that are most likely to engage consumers are those that offer rewards / benefits or promotions and deals - aligning with their money back initiative. Additionally, 73% of consumers who saw a financial services OOH ad engaged/took action (visited website, downloaded app, shared info with others by word of mouth, took a photo of the ad etc.)

In Tampa, we worked with LakeXpress to promote their rollout of their "Tap to Ride" capabilities, allowing riders to pay their fares with the Cash App on their mobile phones.

ATTACHMENT 1 – SUBMITTAL FORM

25-525

The undersigned hereby declares: Vector Media Holding Corp has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with County, and to provide **TRANSIT ADVERTISING** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

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Year 1: \$120,000 **Year 4:** \$130,000

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Percentage: 5% Describe in greater detail in proposed solution.

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7.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by Contractor at no additional cost to County. Vendor will comply with Florida Statutes regarding background investigations. County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation

OPERATIONS AND ACCOUNTING OVERVIEW

Quality Assurance & Revenue Reporting Integrity

Our VP of Public Transit Operations, Dave Peterson, National Operations Manager, Scott Trudel and Sr. Director of Production, Tina Padilla helm our operations teams across the country. They assess the bus and paratransit fleet and create a plan to best service LakeXpress's advertising program. This team is responsible for the maintenance of advertising on LakeXpress's assets, along with Icon Graphics, our printing and installation sub-contractor.

CHARTING TEAM

Unightly, damaged, or outdated copy gives the appearance of neglect, leading to complaints from ridership, the community, Board members, and others. Vector understands this, and our Charting Team makes sure that all copy is appealing, crisp, and up-to-date.

The team is led by Christina Chan, who has been with Vector since 2007, first as Inventory Manager and now as National Inventory Manager since 2023. Christina oversees inventory management for all of our markets across the country. Her team provides detailed work orders for accurate placement of advertising copy, ensures the prompt removal of dated copy, and chart out space throughout the year for LakeXpress to support branding and initiatives while maintaining revenue. Our custom-built Transit Inventory Management System tracks availability, campaign run dates, ad formats, client creative material, and more.

INVENTORY AUDITING PROCESS

Our experienced operations team regularly surveys LakeXpress's bus fleet and maps out a cleanup process. As part of this survey, the team will record and catalog any damage or defects and share this information with LakeXpress.



"MTA's experience with Vector Media and their installers has been positive. The installers are professional, safety conscious, efficient and always clean their work area after completing the job. We at MTA look forward with working with Vector Media in the future."

BARRY AMES—Supervisor Service & Inspection,
Maryland Transit Administration

OPERATIONS AND ACCOUNTING OVERVIEW

Quality Assurance & Revenue Reporting Integrity

ART AND PRODUCTION TEAM

Our Art and Production team is led by Tina Padilla, who has managed this role since 2016. Tina ensures all artwork and materials are received on time and meet specification requirements. Tina and the local team will work with LakeXpress to receive pre-approval on ad copy as needed before printing, then track shipments to ensure prompt installation.

QUALITY CONTROL FOR MATERIALS AND POSTED GRAPHICS

Our teams ensure that all postings meet a rigorous standard of quality and maintenance throughout the advertising campaign. Staff and subcontractors report any damaged or missing posters encountered during daily postings and removals, providing on-site repairs or replacements for damaged ads.

For large-format ads and wraps, we photograph damaged areas so that replacement panels can be quickly found and installed. We remove dated and seasonal campaigns promptly at the campaign's end. Teams perform full audits quarterly or as needed.

Our teams have long-standing relationships with leading vinyl wrap manufacturers, including 3M, FLEXcon, and General Formulations. Our material specifications meet or exceed all industry standards and we work with each of our transit partners to ensure all materials perform as expected.

We will work with LakeXpress to review all current materials and provide additional options to replace discontinued substrates such as 3M 3500 and improve rider visibility by introducing window material with a 50/50 vinyl-to-perforation pattern.

REVENUE REPORTING INTEGRITY

Along with our on-the-ground operations efforts, we track advertising contracts through Enterprise Resource Planning (ERP) platforms, using Salesforce, NetSuite, and Tableau. We track all sales opportunities, contracts, and inventory management with Salesforce, including custom-built solutions for transit contracts.

Salesforce integrates seamlessly with NetSuite and Tableau to provide our partners with push-button revenue reporting, ensuring timely performance updates. Together, these systems enable Vector to provide the County with accurate sales and revenue reports.

EXHIBIT B

Lake County Board of County Commissioners
Office of Transit Services
Asset Inventory

Fixed Route Vehicles

No. Of Veh.	Lake County FL No.	Year	Make	Model	VIN	Vehicle Length	Amb Cap	W/C Cap	Stand ing Cap	Bus Weight	Bus Height	Advertising Availability	Disposition Action
1	28618	2015	Gillig	Low Floor	15GGB2718F1184635	35'	29	2	16	39,600	12.6	Yes	Active
2	28619	2015	Gillig	Low Floor	15GGB271XF1184636	35'	29	2	16	39,600	12.6	Yes	Active
3	28620	2015	Gillig	Low Floor	15GGB2711F1184637	35'	29	2	16	39,600	12.6	Yes	Active
4	29615	2018	Gillig	Low Floor	15GGB2716J3189779	35'	29	2	16	36,253	12.6	Yes	Active
5	29616	2018	Gillig	Low Floor	15GGB2712J3189780	35'	29	2	16	36,253	12.6	Yes	Active
6	30587	2019	Gillig	Low Floor	15GGB2710K3193036	35'	29	2	16	39,600	12.6	Yes	Active
7	30588	2019	Gillig	Low Floor	15GGB2729K3193025	35'	29	2	16	39,600	12.6	Yes	Active
8	30798	2020	Gillig	Low Floor	15GGE2715L3093734	29'	26	2	10	34,500	12.6	Yes	Active
9	30803	2020	Gillig	Low Floor	15GGE2717L3093735	29'	26	2	10	34,500	12.6	Yes	Active
10	30970	2021	Gillig	Low Floor	15GGE2711M3194666	35'	29	2	16	41,600	12.6	Yes	Active
11	30971	2021	Gillig	Low Floor	15GGE2718M3194664	35'	29	2	16	41,600	12.6	Yes	Active
12	30972	2021	Gillig	Low Floor	15GGE271XM3194665	35'	29	2	16	41,600	12.6	Yes	Active
13	31890	2024	Gillig	Low Floor	15GGB2710P3200414	35'	29	2	16	41,600	12.6	Yes	Active
14	31965	2024	Gillig	Low Floor	15GGB2712R3201129	35'	29	2	16	41,600	12.6	Yes	Active
15	31966	2024	Gillig	Low Floor	15GGB2719R3201130	35'	29	2	16	41,600	12.6	Yes	Active
16	31967	2024	Gillig	Low Floor	15GGB2710R3201131	35'	29	2	16	41,600	12.6	Yes	Active
17	31968	2024	Gillig	Low Floor	15GGB2712R3201132	35'	29	2	16	41,600	12.6	Yes	Active
18	31969	2024	Gillig	Low Floor	15GGB2714R3201133	35'	29	2	16	41,600	12.6	Yes	Active

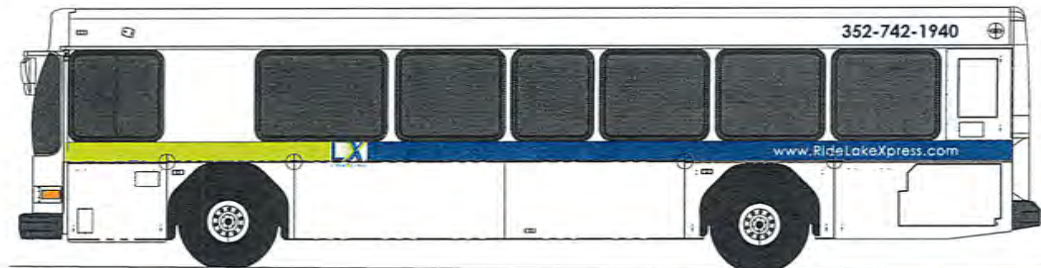
Paratransit Vehicles

No. Of Veh.	Lake County FL No.	Year	Make	Model	VIN	Vehicle Length	Amb Cap	W/C Cap	Stand ing Cap	Bus Weight	Bus Height	Advertising Availability	Disposition Action
1	28628	2015	Glaval	Universal	1FD4E4FS9FDA34978	23'	12	2	0	9,554	10	No	Active
2	28629	2015	Glaval	Universal	1FD4E4FS0FDA34979	23'	12	2	0	9,554	10	No	Spare
3	28630	2015	Glaval	Universal	1FD4E4FS7FDA34980	23'	12	2	0	9,554	10	No	Active
4	28631	2015	Glaval	Universal	1FD4E4FS9FDA34981	23'	12	2	0	9,554	10	No	Active
5	28632	2015	Glaval	Universal	1FD4E4FS0FDA34982	23'	12	2	0	9,554	10	No	Active
6	28633	2015	Glaval	Universal	1FD4E4FS2FDA34983	23'	12	2	0	9,554	10	No	Active
7	28646	2015	Glaval	Universal	1FD4E4FS8FDA34969	23'	12	4	0	9,554	10	No	Active
8	28647	2015	Glaval	Universal	1FD4E4FS4FDA34970	23'	12	4	0	9,554	10	No	Active
9	28649	2015	Glaval	Universal	1FD4E4FS8FDA34972	23'	12	4	0	9,554	10	No	Active
10	28650	2015	Glaval	Universal	1FD4E4FSXFDA34973	23'	12	4	0	9,554	10	No	Active
11	28652	2015	Glaval	Universal	1FD4E4FS3FDA34975	23'	12	4	0	9,554	10	No	Active
12	28654	2015	Glaval	Universal	1FD4E4FS7FDA34977	23'	12	4	0	9,554	10	No	Active
13	29204	2017	Nations U4X	U4X Van	1FDVU4XG0HKA67570	22'	8	2	0	7,124	10	No	Active
14	29205	2017	Nations U4X	U4X Van	1FDVU4XG4HKA67572	22'	8	2	0	7,124	10	No	Active
15	29228	2017	Turtle Top	Odyssey	1FD4E4FS5GDC57116	23'	12	3	0	10,103	11	No	Active
16	29235	2017	ADA Cara	Van	2C7WDGCG4HR794070	17'	3	1	0	4,427	6	Yes	Active
17	29236	2017	ADA Cara	Van	2C7WDGCG2HR794066	17'	3	1	0	4,427	6	Yes	Active
18	29237	2017	ADA Cara	Van	2C7WDGCG0HR781459	17'	3	1	0	4,427	6	Yes	Active
19	29238	2017	ADA Cara	Van	2C7WDGCG9HR781461	17'	3	1	0	4,427	6	Yes	Active

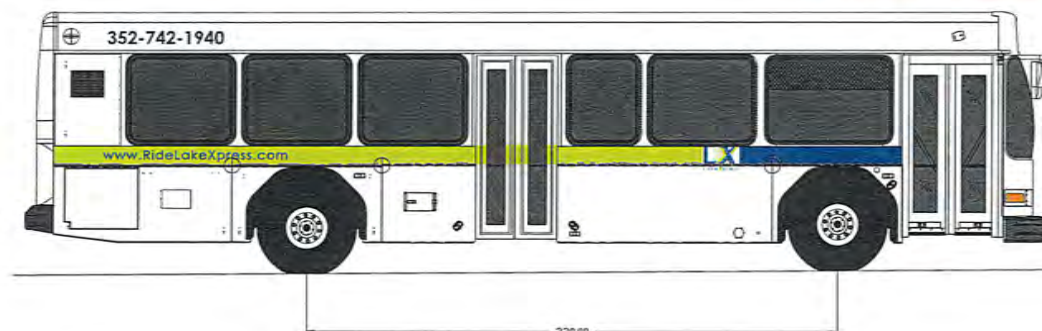
No. Of Veh.	Lake County FL No.	Year	Make	Model	VIN	Vehicle Length	Amb Cap	W/C Cap	Stand ing Cap	Bus Weight	Bus Height	Advertising Availability	Disposition Action
20	29467	2017	Turtle Top	Odyssey	1FDDE4FS3HDC53065	23'	12	3	0	10,103	11	No	Active
21	29468	2017	Turtle Top	Odyssey	1FDDE4FS3HDC55883	23'	12	3	0	10,103	11	No	Active
22	29501	2017	Turtle Top	Odyssey	1FDDE4FS5HDC53066	23'	12	3	0	10,103	11	No	Active
23	29502	2017	Turtle Top	Odyssey	1FDDE4FS5HDC55884	23'	12	3	0	10,103	11	No	Active
24	29636	2018	ADA Cara	Van	2C7WDGCG2JR288808	17'	3	1	0	4,427	6	No	Active
25	29651	2018	Turtle Top	Odyssey	1FDDE4FS2JDC28146	23'	12	3	0	10,103	11	No	Active
26	29652	2018	Turtle Top	Odyssey	1FDDE4FS4HDC57576	23'	12	3	0	10,103	11	No	Active
27	29654	2018	Turtle Top	Odyssey	1FDDE4FS1HDC57583	23'	12	3	0	10,103	11	No	Active
28	29834	2018	Turtle Top	Odyssey	1FDDE4FS9JDC28145	23'	12	3	0	10,103	11	No	Active
29	30393	2019	Turtle Top	Odyssey	1FDDE4FS0KDC17731	23'	12	3	0	10,103	11	Yes	Active
30	30394	2019	Turtle Top	Odyssey	1FDDE4FS5KDC18485	23'	12	3	0	10,103	11	Yes	Active
31	30395	2019	Turtle Top	Odyssey	1FDDE4FS7KDC18486	23'	12	3	0	10,103	11	Yes	Active
32	30396	2019	Turtle Top	Odyssey	1FDDE4FS0KDC18488	23'	12	3	0	10,103	11	Yes	Active
33	30488	2018	ADA Cara	Van	2C7WDGBG6JR363057	17'	3	1	0	4,427	6	No	Active
34	30489	2018	ADA Cara	Van	2C7WDGBG6JR362894	17'	3	1	0	4,427	6	No	Active
35	30490	2018	ADA Cara	Van	2C7WDGBG6JR363091	17'	3	1	0	4,427	6	No	Active
36	30503	2019	Turtle Top	Odyssey	1FDDE4FS1KDC39952	23'	12	3	0	10,103	11	No	Active
37	30504	2019	Turtle Top	Odyssey	1FDDE4FS5KDC39854	23'	12	3	0	10,103	11	No	Active
38	30507	2019	Turtle Top	Odyssey	1FDDE4FS3KDC39853	23'	12	3	0	10,103	11	No	Active
39	30719	2020	Turtle Top	Odyssey	1FDDE4FS4KDC72795	23'	12	3	0	10,103	11	No	Active
40	30720	2020	Turtle Top	Odyssey	1FDDE4FS6KDC72796	23'	12	3	0	10,103	11	No	Active
41	30759	2020	Turtle Top	Odyssey	1FDDE4FS8KDC72797	23'	12	3	0	10,103	11	No	Active
42	31124	2021	Turtle Top	Odyssey	1FDDE4FN2MDC40876	23'	12	3	0	10,103	11	Yes	Active
43	32034	2024	Turtle Top	Odyssey	1FDDE5FN6RDD45668	23'	12	3	0	10,103	11	No	Active
44	32035	2024	Turtle Top	Odyssey	1FDDE4FN1RDD45769	23'	12	3	0	10,103	11	No	Active
45	32036	2024	Turtle Top	Odyssey	1FDDE4FN3RDD45787	23'	12	3	0	10,103	11	No	Active

Support Vehicles

No. Of Veh.	Lake County FL No.	Year	Make	Model	VIN	Vehicle Length	Amb Cap	W/C Cap	Stand ing Cap	Vehicle Weight	Vehicle Height	Advertising Availability	Disposition Action
1	30914	2021	Ford	Explorer	1FMSK8DH2MGB04970	17'	6	0	0	4,361	5	No	Active
2	30915	2021	Ford	Explorer	1FMSK8DH4MGB04971	17'	6	0	0	4,361	5	No	Active
3	30916	2021	Ford	Explorer	1FMSK8DH6MGB04972	17'	6	0	0	4,361	5	No	Active
4	30939	2021	Ford	Edge	2FMPK4J91MBA06886	16'	4	0	0	4,011	5	No	Active
5	30940	2021	Ford	Edge	2FMPK4J98MBA01670	16'	4	0	0	4,011	5	No	Active
6	30946	2021	Ford	Edge	2FMPK4J94MBA10026	16'	4	0	0	4,011	5	No	Active
7	31052	2021	Ford	F250	1FTBF2BT4MED06394	21'	4	0	0	6,695	6	No	Active



- Blue/green stripes are 8.5"
 side and front LX logos are 15.75" x 11"
 rear LX logo/website is 30" x 17.5"
 front LX logo is 20.17" x 14.5"
 midrail website decals are 79.75" x 5.43"
 top rail phone number decals are 50" x 59.4"



LAKE COUNTY, FL

(2) Low Floor, 35 foot by 102 inches
 Serial Numbers: 189779 - 189780
 Bus Numbers: Not Required

Graphics, positioning and dimensions (+/- .30")
 are for visual representation at optimal viewing distance.
 Approx. Prod. Start: 5-3-18

DWG: 10-65573-000

PAINT (Axalta)

White 735085-EX
 Satin Black Aerovoe #344 - Hubs
 Paint chip to cust: ☐ Yes ☐ NO
 Sales Eng: AS Date sent: NA
 Approved: ☐ Yes ☐ NO
 Paint Stencil: ☐ Yes ☒ NO
 Hard ☐ Soft ☐

DECALS

Stripes, logos and website
 are custom printed, color matching:
 Pantone 287 Blue
 Pantone 382 Green

Approval & Acceptance

Approved by: Olanrewaju Adelekan

Title: Fixed Route Coordinator

For: Lake County Transit

Date: 3/28/18

Rev: 3 Date: 4-12-18

PCO: _____



• **Graphics Printed on Reflective material**

PMS 287C PMS 2995C PMS 2995C 75% PMS 2995C 50%



Z WRAPZ
VEHICLE WRAP SPECIALIST

WRAPS
BANNERS
GRAPHICS

56700 Elk Park Dr. STE 4.
Elkhart, IN 46516
Ph. 574.294.0088
www.z-wrapz.com

The advertising program is intended to raise revenue for Lake County, be a non-public forum, and is not intended to be used for public discourse. Commercial advertising is permitted in designated areas of transit vehicles following commercial advertising standards, rules, and policies.

The display of material under this advertising program does not necessarily state or reflect the opinion, viewpoint, or position of Lake County, its Board of County Commissioners, or its employees. It shall not be construed as an implicit or explicit endorsement of any opinion, viewpoint, position, service, product, or good.

1. All advertising must be reviewed and approved by the County before placement in the transit system, and any advertising placed without prior County approval is subject to immediate removal.
2. **The following categories of advertisements are prohibited:**
 - a. Any tobacco product, including but not limited to smoke and smokeless tobacco, cigarettes, and electronic cigarettes;
 - b. Alcoholic beverages, including but not limited to, beer, wine, and distilled spirits;
 - c. Products or services related to human reproduction or sexuality, including but not limited to contraceptive products or services, sexual hygiene products or services, and counseling about pregnancy, abortion, or other sexual matters; and
 - d. Products, services, or entertainment directed to sexual simulation.
3. **The following categories of advertisements are prohibited:**
 - a. Material that demeans or disparages an individual or group of individuals based on race, color, religion, national origin, ancestry, gender, age, disability, ethnicity, or sexual orientation;
 - b. Material containing profane language;
 - c. Images or depictions of a firearm;
 - d. Images or descriptions of graphic violence or the depiction of weapons or other implements or devices associated in the advertisement with an act or acts of violence or harm to a person or animal;
 - e. Promoting or encouraging, or appearing to promote or encourage, unlawful or illegal goods, services, behaviors, or activities;
 - f. Image(s) or depiction of nudity, or the suggestion of nudity;
 - g. Implying or declaring an endorsement by the County or the Board of County Commissioners;
 - h. Political advertisements identifying and urging support for or in opposition to a political issue, party, or candidate for public office;
 - i. Promoting or encouraging, or appearing to promote or encourage, adult bookstores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services; and
 - j. Potential danger words or any other word, phrase, symbol, lighting, or any devices or any components thereof, or character likely to interfere with or mislead pedestrian or vehicular traffic.

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 - b. Alcoholic beverages, including but not limited to, beer, wine, and distilled spirits;
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 - d. Products, services, or entertainment directed to sexual simulation.
3. **The following categories of advertisements are prohibited:**
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 - b. Material containing profane language;
 - c. Images or depictions of a firearm;
 - d. Images or descriptions of graphic violence or the depiction of weapons or other implements or devices associated in the advertisement with an act or acts of violence or harm to a person or animal;
 - e. Promoting or encouraging, or appearing to promote or encourage, unlawful or illegal goods, services, behaviors, or activities;
 - f. Image(s) or depiction of nudity, or the suggestion of nudity;
 - g. Implying or declaring an endorsement by the County or the Board of County Commissioners;
 - h. Political advertisements identifying and urging support for or in opposition to a political issue, party, or candidate for public office;
 - i. Promoting or encouraging, or appearing to promote or encourage, adult bookstores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services; and
 - j. Potential danger words or any other word, phrase, symbol, lighting, or any devices or any components thereof, or character likely to interfere with or mislead pedestrian or vehicular traffic.

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EXHIBIT D



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

DATE: July 30, 2024

TO: Public Transit Providers

SUBJECT: Legislative Implementation Update

Enclosure: Public Transportation Grant Agreement Exhibits E1 and E2

The purpose of this memorandum is to inform public transit providers of several changes to Florida law passed during the 2024 Legislative Session that increase accountability and transparency in how publicly funded entities operate, including the use of taxpayer funds.

1) Compliance with Sections 339.08 and 381.00316, F.S.

Effective July 1, 2024, Ch. 2024-57, LOF, amends section 339.08, F.S., Use of moneys in State Transportation Trust Fund by adding subsection (5) as follows:

(5) The department may not expend any state funds as described in s. 215.31 to support a project or program of any of the following entities:

(a) A public transit provider as defined in s. 341.031(1);

(b) An authority created pursuant to chapter 343, chapter 348, or chapter 349;

(c) A public-use airport as defined in s. 332.004; or

(d) A port listed in s. 311.09(1),

which is found in violation of s. 381.00316. The department shall withhold funds until the public transit provider, authority, public-use airport, or port is found in compliance with s. 381.00316.

To meet this requirement all newly executed or amended Public Transportation Grant Agreements with a public transit provider will include an additional exhibit that defines the program specific terms and conditions related to prohibition on discrimination based on health care choices. A copy of this exhibit is attached as Public Transportation Grant Agreement Exhibit E1.

2) Compliance with Section 341.051(8), F.S.

Effective July 1, 2024, Ch. 2024-57, LOF, amends section 341.051, F.S., Administration and financing of public transit and intercity bus service programs and projects by adding subsection (8) as follows:

(8) EXTERIOR VEHICLE WRAP, TINTING, PAINT, MARKETING, AND ADVERTISING.

(a) As a condition of receiving funds from the department, a public transit provider may not expend department funds for marketing or advertising activities, including any wrap, tinting, paint, or other medium displayed, attached, or affixed on a bus, commercial motor vehicle, or motor vehicle that is owned, leased, or operated by the public transit provider. Such vehicles are limited to displaying a brand or logo of the public transit provider, the official seal of the jurisdictional governmental entity, or a state agency public service announcement.

(b) The department shall incorporate guidelines for the marketing or advertising activities allowed under paragraph (a) in the public transportation grant agreement entered into with each public transit provider.

(c) Any new wrap, tinting, paint, medium, or advertisement on the passenger windows of a vehicle used by a public transit provider may not be darker than the legally allowed window tinting requirements provided in s. 316.2954.

To meet this requirement all newly executed or amended Public Transportation Grant Agreements with public transit agencies will include an additional exhibit that defines the program specific terms and conditions related to exterior vehicle wrap, tinting, paint, marketing and advertising. A copy of this exhibit is attached as Public Transportation Grant Agreement E2. Per this exhibit, as a condition of receiving funds from the department, motor vehicles owned, leased, or operated by a public transit provider on which department funds are expended are limited to exterior vehicle wrap, tinting, paint, marketing, and advertising displaying:

- a brand or logo of the public transit provider,
- the official seal of the jurisdictional governmental entity, or
- a state agency public service announcement.

Transit agencies with existing contracts for exterior marketing or advertising activities, initiated prior to July 1, 2024, may complete the term of those contracts to avoid breach of contract.

For the purposes of this exhibit, state agencies are those defined in Chapter 20, F.S. Public transit agencies should ensure that their marketing and advertising contact information is up to date and notifications of solicitations are publicly available for all state agencies.

3) Compliance with Section 341.071, F.S.

Effective July 1, Ch. 2024-57, LOF, amends section 341.071, F.S., Transit productivity and performance measures; reports, by adding subsection (4)(a). This new provision requires public transit providers to disclose certain information and documentation relating to its budgeted and

general administrative costs. The Department is drafting implementation guidance on this provision and language to be incorporated into the Public Transportation Grant Agreements entered into with public transit providers. We remind public transit providers that beginning November 1, 2024, and every year thereafter, public transit agencies are required to report certain transit productivity and performance measures pursuant to Section 341.071(4)(a), F.S.

We greatly appreciate every effort your organization will make to properly implement these important revisions in a consistent and efficient manner.

###

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.
2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
 - c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Exhibit E2

PROGRAM SPECIFIC TERMS AND CONDITIONS - TRANSIT

(Exterior Vehicle Wrap, Tinting, Paint, Marketing, and Advertising)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 341.051(8), F.S. and Section 316.2954, F.S.
2. **Statutory Compliance.** In accordance with Section 341.051(8), F.S., as a condition of receiving funds from the Department, a public transit provider may not expend Department funds for marketing or advertising activities, including any wrap, tinting, paint, or other medium displayed, attached, or affixed on a motor vehicle owned, leased, or operated by the public transit provider. Such vehicles on which department funds are expended are limited to exterior vehicle wrap, tinting, paint, marketing, and advertising displaying:
 - a. a brand or logo of the public transit provider,
 - b. the official seal of the jurisdictional governmental entity, or
 - c. a state agency public service announcement.
3. **Window Tinting Requirements.** Any new wrap, tinting, paint, medium or advertisement on the passenger windows of a vehicle used by a public transit provider may not be darker than the legally allowed tinting requirements provided in Section 316.2954, F.S.

- End of Exhibit E2 -

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.).

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

v. Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

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